

**GRANT AGREEMENT BETWEEN
THE CITY OF FRESNO AND HOUSING AUTHORITY CITY OF FRESNO REGARDING
FUNDING UNDER THE AMERICAN RESCUE PLAN ACT FOR THE VOUCHER
INCENTIVE PROGRAM**

THIS GRANT AGREEMENT (AGREEMENT) is made and entered into effective on January 1, 2023, upon execution by both parties (the Effective), by and between the CITY OF FRESNO (the CITY), and HOUSING AUTHORITY OF THE CITY OF FRESNO, a body corporate and politic (GRANTEE), to provide funding for the voucher incentive program.

RECITALS

WHEREAS, there is an increased need for new landlords and new affordable housing units; and

WHEREAS, the City desires to provide funds to assist GRANTEE in providing signing incentives, pay repair costs and vacancy loss to landlords, as well as assistants for security deposits, credit checks and application fees for tenants; and

WHEREAS, GRANTEE represents it desires to and is professionally and legally capable of immediately providing these services for City of Fresno residents; and

WHEREAS, GRANTEE acknowledges that grant funds being provided under this Agreement will be derived from the City's allocation under the American Rescue Plan Act (Pub.L. 117-2) (hereinafter ARPA), and is subject to any constraints set forth therein including but not limited to, the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) Final Rule (31 CFR Part 35); and

WHEREAS, this Agreement will be administered for the City by its City Manager or its designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. GRANTEE shall perform to the satisfaction of the CITY the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.

2. Grant Amount. City shall provide GRANTEE the amount of \$1,000,000 (One Million Dollars) for the services described in **Exhibit A**. One-half of the grant amount shall be distributed once the contract is fully executed, with the other half being distributed after successful completion of a performance review.

3. Term of Agreement and Time for Performance. This Agreement shall be effective from the Effective Date through December 31, 2024, with an option to extend the Agreement subject to the City Manager's approval through December 31, 2025, subject to earlier termination in accordance with this Agreement. The services as described in **Exhibit A** are to commence upon the Effective Date and shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

4. Amendment to Increase or Decrease Scope of Services. The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification may include an adjustment to GRANTEE's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. GRANTEE shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

5. Termination, Remedies and Force Majeure.

(a) This Agreement shall terminate without any liability of the City or to GRANTEE upon the earlier of: (i) GRANTEE filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against GRANTEE; (ii) thirty (30) calendar days prior written notice without cause by the City to GRANTEE; (iii) seven (7) calendar days prior written notice with cause by the City to GRANTEE; (iv) the City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement, GRANTEE shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any and all unearned payments and all properties and materials in the possession of GRANTEE that are owned by the City. Subject to the terms of this Agreement, GRANTEE shall be paid compensation for services satisfactorily performed prior to the effective date of termination. GRANTEE shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of GRANTEE to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of the GRANTEE, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.

(d) Upon any breach of this Agreement by the GRANTEE, the City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic, and incidental damages for the breach of the Agreement. If it is determined that the City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(e) GRANTEE shall provide the City with adequate written assurances of future performance, upon the Administrator's request, in the event GRANTEE fails to comply with any terms or conditions of this Agreement.

(f) GRANTEE shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of GRANTEE and without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. GRANTEE shall notify the City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Administrator of the cessation of such occurrence.

6. Confidential Information and Ownership of Documents.

(a) Any reports, information, or other data prepared or assembled by GRANTEE pursuant to this Agreement shall not be made available to any individual or organization by GRANTEE without the prior written approval of the City. During the term of this Agreement, and thereafter, GRANTEE shall not, without the prior written consent of the City, disclose to anyone any Confidential Information. The term "Confidential Information" for the purposes of this Agreement shall include all proprietary and confidential information of the City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes, and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in the City.

(b) Any and all writings and documents prepared or provided by GRANTEE pursuant to this Agreement, including without limitation grant applications and supporting documents, are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement. Copies of grant applications and supporting documents shall be promptly provided to City during the term of this Agreement. GRANTEE shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

(c) If GRANTEE should subcontract all or any portion of the services to be performed under this Agreement, GRANTEE shall cause each subcontractor to also comply with the requirements of this Section 6.

(d) This Section 6 shall survive expiration or termination of this Agreement.

7. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as GRANTEE represents to the City that GRANTEE and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, the City relies upon the skill of the GRANTEE and any subcontractors to do and perform such services in a skillful manner and the GRANTEE agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of GRANTEE or any subcontractors from said professional standards.

8. Indemnification.

To the furthest extent allowed by law, GRANTEE shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses, and costs to enforce this agreement) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of GRANTEE, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If GRANTEE should subcontract all or any portion of the services to be performed under this Agreement, GRANTEE shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

Notwithstanding the aforementioned, GRANTEE recognizes that the source of funds for the grant to be provided hereunder is the City's allocation from the ARPA. To this end GRANTEE shall, without limitation, indemnify the City, and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages incurred by the City from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful misconduct of GRANTEE or any of its officers, officials, employees, agents, or volunteers in the performance of this Agreement and compliance with ARPA.

This section shall survive termination or expiration of this Agreement.

9. Insurance. GRANTEE shall comply with all of the insurance requirements in **Exhibit B** to this Agreement.

10. Conflict of Interest and Non-Solicitation.

(a) Prior to the City's execution of this Agreement, GRANTEE shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, GRANTEE shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by GRANTEE in such statement.

(b) GRANTEE shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of the City, GRANTEE shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, GRANTEE and the respective subcontractor(s) are in full compliance with all laws and regulations. GRANTEE shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of

interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, GRANTEE shall immediately notify the City of these facts in writing.

(c) In performing the work or services to be provided hereunder, GRANTEE shall not employ or retain the services of any person while such person either is employed by the City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) GRANTEE represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(e) Neither GRANTEE, nor any of GRANTEE subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. GRANTEE and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, GRANTEE shall remain responsible for complying with Section 10(b), above.

(f) If GRANTEE should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, GRANTEE shall include the provisions of this Section 10 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 10 shall survive expiration or termination of this Agreement.

11. ARPA Compliance and Certification. GRANTEE shall submit only those expenditures or costs incurred by the recipient between March 3, 2021, and December 31, 2024, and funds must be expended by December 31, 2026. All such costs and expenditures must be eligible for payment and in compliance with the allowable expenditures, pursuant to Title 31 CFR, Part 35, including but not limited to § 35.6, subsections (b)(3)(ii) and (B)(11)(ii)(A)(5) and (11)(ii). In addition, the following eligibility requirements shall comply:

GRANTEE will track all funds as part of the VIP and according to ARPA regulations. A detailed accounting will be maintained with landlord's information and eligibility determination, application, self-attestation of eligibility, or other documentation supporting eligibility, resident information, eligibility determination, type of incentive paid, and dates paid. GRANTEE will track the numbers of new landlords, new and existing units preserved, households and types of households served, and many other metrics to learn from the VIP and track the success of matching voucher holders with landlords. GRANTEE will also keep track of the demographics of the residents, such as, if they were homeless or housed, moved into high opportunity areas, and if any funds were paid upon the residents' behalf for application fees, etc. Reports can be provided on an ongoing basis, or upon request.

Treasury recognizes the enumerated projects, which have been expanded under the final rule, as eligible to respond to disproportionate impacts of the pandemic on households and communities, including programs which provide housing vouchers & assistance relocating to neighborhoods with higher economic opportunity. Treasury presumes the following households and communities are disproportionately impacted by the pandemic and therefore eligible (See Final Rule Overview at p. 19):

(1) Low-income households and communities which are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of its household based on the most recently published poverty guidelines or (ii) income at or below 40 percent of area median income for its county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines level is higher than the area median income level and using this level would result in more households and communities being presumed eligible. Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website.

(2) Households residing in Qualified Census Tracts

(3) Households that qualify for certain federal benefits.

(4) Households receiving services provided by Tribal Governments.

GRANTEE shall provide the City with quarterly expenditure and performance reports, as defined in the Final Rule and Treasury Department's SLFRF Compliance and Reporting Guidance (CRG). GRANTEE shall also provide an annual report as required under the CRG. These reports shall be in a form specified under the CRG and shall be accompanied by invoices and receipts that substantiate the figures on the expenditure report. Additionally, a certification signed by the Chief Executive or designee of GRANTEE certifying that the uses of the grant funds are consistent with those allowed under ARPA, shall be included with the expenditure report and substantiating documentation. As required by the 2 CFR Part 170, Appendix A award term regarding reporting subaward and executive compensation, recipients must also report the names and total compensation of their five most highly compensated executives and their subrecipients' executives for the preceding completed fiscal year if (1) the recipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and received \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards), and (2) if the information is not otherwise public. If the GRANTEE is already disclosing this information as part of another agreement involving Federal monies, GRANTEE shall provide documentation to the City that it is fulfilling this requirement. GRANTEE's failure to provide a Certification or provide either the quarterly or annual expenditure/performance reports may be considered a default of this Agreement under Section 5 of this agreement. If GRANTEE is found to have provided services to ineligible individual, households, or entities or made an ineligible expenditure,

CITY shall have the right to reclaim a dollar amount from the GRANTEE that is equal to the amount determined to be ineligible.

12. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of the City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the City Manager or designee.

(b) The City is required under 2 CFR 200.332 to manage and monitor subrecipient compliance with ARPA guidance. Accordingly, GRANTEE agrees to permit City staff to conduct one performance review during the term of this agreement. City has the right to conduct additional performance reviews both during the term of this agreement and after the agreement's term should the City believe these reviews are necessary. Records of GRANTEE expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. Records related to GRANTEE's performance metrics shall be made available and retained for the same time periods as the Project's expense data. GRANTEE shall furthermore comply with all funding requirements as set forth in ARPA. If GRANTEE fails to provide City staff access or documentation necessary to conduct a City-requested performance review, City may terminate this Agreement in accordance with Section 5.

In addition, all books, documents, papers, and records of GRANTEE pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit, or other action is commenced before the expiration of said time period, all records shall be retained and made available to the City until such action is resolved, or until the end of said time period whichever shall later occur. If GRANTEE should subcontract all or any portion of the services to be performed under this Agreement, GRANTEE shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 12(b) shall survive expiration or termination of this Agreement.

(c) Prior to execution of this Agreement by the City, GRANTEE shall have provided evidence to the City that GRANTEE is licensed to perform the services called for by this Agreement (or that no license is required). If GRANTEE should subcontract all or any portion of the work or services to be performed under this Agreement, GRANTEE shall require each subcontractor to provide evidence to the City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

(d) Prior to execution of this Agreement by the City, GRANTEE will permit City staff to conduct a subrecipient risk assessment, as required under the Uniform Guidance (2 CFR 200.332(b)). Failure to allow City staff to conduct this subrecipient risk assessment may result in the City terminating this Agreement in accordance with Section 5. Additionally, the GRANTEE's failure to be certified by City staff at the end of the risk assessment as having adequate internal controls to manage the funding

provided in this agreement may result in the City terminating this Agreement in accordance with Section 5.

13. Nondiscrimination. To the extent required by controlling federal, state, and local law, GRANTEE shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, GRANTEE agrees as follows:

(a) GRANTEE will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) GRANTEE will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era. GRANTEE shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era. Such requirement shall apply to GRANTEE's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) GRANTEE will, in all solicitations or advertisements for employees placed by or on behalf of GRANTEE in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era.

(d) GRANTEE will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of the GRANTEE's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) If GRANTEE should subcontract all or any portion of the services to be performed under this Agreement, GRANTEE shall cause each subcontractor to also comply with the requirements of this Section 13.

14. Independent Contractor.

(a) In the furnishing of the services provided for herein, GRANTEE is acting solely as an independent contractor. Neither GRANTEE, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which GRANTEE shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that GRANTEE is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between GRANTEE and the City. GRANTEE shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, GRANTEE shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, GRANTEE and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. GRANTEE shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare, and retirement benefits. In addition, together with its other obligations under this Agreement, GRANTEE shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of GRANTEE's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in the City's employment benefits, entitlements, programs and/or funds offered employees of the City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, GRANTEE may be providing services to others unrelated to the City or to this Agreement.

15. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

16. Binding. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.

17. Assignment.

(a) This Agreement is personal to GRANTEE and there shall be no assignment by GRANTEE of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by GRANTEE, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.

(b) GRANTEE hereby agrees not to assign the payment of any monies due GRANTEE from the City under the terms of this Agreement to any other individual(s), corporation(s), or entity(ies). The City retains the right to pay any and all monies due the GRANTEE directly to the GRANTEE.

18. Compliance With Law. In providing the services required under this Agreement, GRANTEE shall at all times comply with all applicable laws of the United States, including but not limited to, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), the State of California and the City, and all other applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement. In addition, GRANTOR elects to receive funds from the Secretary under ARPA and will use the funds in a manner consistent with such section.

19. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

20. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

21. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

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

23. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

24. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the

prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

25. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

26. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

27. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. No Third-Party Beneficiaries. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

29. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and GRANTEE.

[SIGNATURES FOLLOW ON NEXT PAGE]

EXHIBIT A

Scope of Work, Budget and Metrics

VIP COMPONENT	DETAIL
SIGNING INCENTIVES: (\$350,000)	<p>A previous pilot program at Fresno Housing demonstrated that signing incentives are an effective tool. A signing incentive is a one-time payment that Fresno Housing will make to a partnering landlord who has rented a unit to a voucher household. Property owners/landlords may be eligible for multiple incentives and/or participate in other funding opportunities.</p> <ul style="list-style-type: none">▪ New Landlord: Any landlord that has not been a partnering landlord with Fresno Housing would be eligible for this incentive. This would be a one-time payout per new landlord. (\$2000-\$2,500)▪ Returning Landlord: This incentive is for a landlord that has not had an active Housing Assistance Payment (HAP) contract within the last 12 months. This would be a one-time payout per returning landlord. (\$500)▪ New Unit in High Opportunity Aras: This incentive is for a unit that has not been rented to a voucher holder within the last 12 months in a Small Area Fair Market Rent (SAFMR) Exception Payment Standard neighborhood. (\$1,500)▪ Lease in Place Incentive: When a new applicant who is 50% rent burdened, or higher, in their current unit, receives a voucher and their existing landlord agrees to utilize the new voucher for the current unit, allowing the resident to stay "in place." (\$1,000)

<p>DEPOSITS & RENTAL FEE ASSISTANCE:</p> <p>(\$250,000)</p>	<p>Under the Fresno Housing voucher program, voucher households are responsible for a portion of their rent and other costs including security deposits, application fees, first and last month rent deposits, and utility deposits. If the family lacks the funds, the landlord decides whether to forgo the deposit or seek another family. Additionally, many applicants have to pay multiple, non-refundable fees for credit checks each time they attempt to secure housing.</p> <p>Assistance with these items helps both the voucher holder secure a unit faster, and also serves as a way to reduce landlord concerns about damage and repairs above and beyond normal wear and tear.</p>
<p>DAMAGE REPAIR FUND:</p> <p>(Up to \$10,000)</p> <p>(\$200,000)</p>	<p>Many landlords and property owners remain concerned about unit damage. These funds would be made available to landlords who participate in any of the Signing Incentives and demonstrate excessive tenant-caused damages of units upon move out.</p> <p>Landlords will be required to provide walk thru forms from move-in as well as move-out walk thru forms. Pictures as well as receipts for work and items purchased for repairs will be required. An Itemized disposition of security deposit will also be required to ensure proper use of the resident's security deposit. Should a landlord receive a court judgment, the owner will also be required to provide Fresno Housing with a copy of the judgment. The resident will be notified by Fresno Housing of the owner's request for damages and the amount awarded.</p> <p>Because it is a misconception that voucher holders cause more damage than non-voucher tenants, case studies have demonstrated that while this is an important tool, it is often left underutilized. Should the initial funding be diminished early in the proposed program, Fresno Housing may readjust the total funding of this incentive.</p> <p>The Damage Repair Fund will be available until December 31, 2024. Landlords must submit damage claims and all supporting documentation no later than December 31, 2024 in order for funds to be obligated.</p>

<p>VACANCY LOSS PAYMENTS:</p> <p>(\$100,000)</p>	<p>There is a misconception that the process of moving a voucher family into a rental unit can take longer than the process of moving in a market-rate tenant, due to the need for the unit to pass a Housing Quality (HQS) inspection. An HQS inspection is typically conducted within 5 days of the owner's request for inspection. To encourage landlord participation, vacancy funds provide a monetary incentive to landlords to compensate for missed days of rental income. Funds will be made available to landlords to cover vacancy loss while processing or securing a new lease with a voucher holder for up to two months and up to the contract rent amount. These funds would be made available to landlords who participate in the Signing Incentives.</p> <p>Should the initial funding be diminished early in the proposed program, Fresno Housing may readjust the total funding to allow for more allocation in the Vacancy Loss Payment Fund and decrease the Incentive portion of the proposed program.</p>
<p>TENANT TRAINING:</p>	<p>Fresno Housing will collaborate with industry partners to offer training to voucher holders to prepare them for housing search. Voucher holders will receive a certificate of successful completion. Training may include document preparedness, how to be a good tenant, housekeeping, etc.</p>

PRIORITIZATION:

Fresno Housing has limited ability to prioritize the success at which voucher holders reach agreements with private landlords. However, Fresno Housing does have the ability to prioritize how funds from the Voucher Incentive Program are distributed to voucher holders and private landlords:

VOUCHER HOLDERS: While all Housing Choice Voucher holders and Emergency Housing Voucher holders are eligible for the Voucher Incentive Program, as long as they are also eligible under ARPA as detailed in Section 11 of the Agreement, funds will be prioritized for the following voucher holders:

- Families
- Seniors
- Persons with Disabilities
- Veterans
- Households in temporary or emergency shelters, and/or unhoused
- Length of time vouchers have been unused/length of time on the list
- Households who have received a certificate from a tenant education program

PRIVATE LANDLORDS: While most landlords can apply to become Fresno Housing partner landlords, funds from the Voucher Incentive Program will be prioritized as follows:

- Small, “mom and pop” landlords (own no more than 10 units)
- Landlords with properties having no code violations in last 12 months
- New Landlords to Fresno

Housing

- Landlords with vacancies

ELIGIBILITY:

1. Landlords must be current on applicable City licenses and rental registry, and not owe the City of Fresno any fees, to participate in the Voucher Incentive Program
2. Landlords or property owners debarred by Fresno Housing are not eligible
3. Rental properties must be located within the boundaries of the City of Fresno
4. Subsidized properties are not eligible for the Voucher Incentive Program

including but not limited to Low Income Housing Tax Credit Properties, Project-Based Vouchers (PBV), Rental Assistance Demonstration (RAD) PBV vouchers, Project-Based Rental Assistance (PBRA) Vouchers, Low Income Public Housing and/or any other subsidized property.

5. Landlords must be eligible under ARPA as detailed in Section 11 of the Agreement.

TRACKING AND REPORTING:

Fresno Housing will track all incentive monies paid as part of the proposed Voucher Incentive Program. Fresno Housing will maintain an accounting with landlord information, resident information, type of incentive paid, and dates paid. Fresno Housing will track the number of new landlords, new and existing units preserved/retained in the voucher program, and households served. Fresno Housing will also keep track of the demographics of the residents, such as, if they were homeless and housed, moved into high opportunity areas and if any funds were paid upon the residents' behalf for application fees, etc. Reports can be provided on an ongoing basis, or upon request.

ADMINISTRATION (\$100,000):

Fresno Housing will be allowed up to 10% of the total Grant amount, or \$100,000 of the \$1 million, to administer the proposed program and staff the resident/landlord engagement efforts that are outside of services already offered by Fresno Housing.

OUTREACH:

Fresno Housing will utilize existing resources to promote the proposed program, and benefits. Additional outreach by the City would also be incredibly helpful to raise awareness. If the City has access to emails or mailing addresses for landlords, property owners and property management agencies, outreach to those groups would also be strongly encouraged in attempts to increase the number of landlords eager to lease to voucher holders. Fresno Housing is also partnering with RH Community Landlord Outreach to work side by side in obtaining Landlords for those that are hard to house. The California Apartment Association (Fresno Division) has offered to assist with outreach and education to its members on the Voucher Incentive Program.

EXHIBIT B

Insurance Requirements

(a) Throughout the life of this Agreement, GRANTEE shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or designee at any time and in his/her sole discretion. If the GRANTEE is self-insured, the following requirements will outline the responsibility of the self-insured coverage. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY and STATE and each of their officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, GRANTEE fails to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to GRANTEE shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve GRANTEE of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by GRANTEE shall not be deemed to release or diminish the liability of GRANTEE, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY and STATE by GRANTEE shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by GRANTEE. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of GRANTEE, vendors, suppliers, invitees, consultants, medical professionals, subcontractors, consultants, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the

Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to GRANTEE'S profession.

MINIMUM LIMITS OF INSURANCE

GRANTEE shall procure and maintain for the duration of the contract insurance with limits of liability not less than those set forth below. However, insurance limits available to CITY and STATE and each of their officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
2. **COMMERCIAL AUTOMOBILE LIABILITY:**
\$1,000,000 per accident for bodily injury and property damage.
3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
4. **EMPLOYER'S LIABILITY:**
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.
5. **PROFESSIONAL LIABILITY:**
 - (i) \$1,000,000 per claim/occurrence; and,
 - (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event GRANTEE purchases an Umbrella or Excess insurance policy(ies) to meet

the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY and STATE and each of their officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

GRANTEE shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and GRANTEE shall also be responsible for payment of any self-insured retentions. Any self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or designee. At the option of the CITY'S Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such self-insured retentions as respects CITY and STATE or any of their officers, officials, employees, agents and volunteers; or
- (ii) GRANTEE shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty calendar days' written notice has been given to CITY, except ten days for nonpayment of premium. GRANTEE is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, GRANTEE shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, GRANTEE shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen calendar days prior to the expiration date of the expiring policy.
- (ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.
- (iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name CITY and STATE and each of their officers, officials, agents, employees and volunteers as an additional insured. GRANTEE shall establish additional insured status for the CITY and STATE for all ongoing and completed operations under the Commercial General Liability policy by use of ISO Forms or an executed manuscript insurance company endorsements providing additional insured status. The Commercial

General endorsements must be as broad as that contained in ISO FormGC 20 10 11 85.

- (iv) The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that the GRANTEE'S insurance shall be primary to and require no contribution from the CITY or STATE. The Commercial General Liability policy is required to include primary and non-contributory coverage in favor of the CITY and STATE for both the ongoing and completed operations coverage. These coverages shall contain no special limitations on the scope of protection afforded to CITY and STATE and each of their officers, officials, employees, agents and volunteers. If GRANTEE maintains higher limits of liability than the minimums shown above, CITY and STATE requires and shall be entitled to coverage for the higher limits of liability maintained by GRANTEE.
- (v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.
- (vi) For any claims related to this Agreement, GRANTEE'S insurance coverage shall be primary insurance with respect to the CITY and STATE and each of their officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the CITY and STATE and each of their officers, officials, agents, employees and volunteers shall be excess of the GRANTEE'S insurance and shall not contribute with it.
- (vii) The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to CITY and STATE and each of their officers, officials, agents, employees and volunteers.
- (viii) The Commercial General and Automobile Liability insurance policies shall contain, or be endorsed to contain, a waiver of subrogation as to CITY and STATE and each of their officers, officials, agents, employees and volunteers.

If the *Professional Liability insurance policy* is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by GRANTEE.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by GRANTEE, GRANTEE must purchase "extended reporting" coverage for a minimum of five (5)

years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to CITY for review.

5. These requirements shall survive expiration or termination of the Agreement.

PROVIDING OF DOCUMENTS - GRANTEE shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein. **All certificates and applicable endorsements are to be received by CITY's Risk Manager within a reasonable time after execution of this agreement.** All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, GRANTEE shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of GRANTEE shall also be required to provide all documents noted herein.

SUBCONTRACTORS- If GRANTEE subcontracts any or all of the services to be performed under this Agreement, GRANTEE shall be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry and shall indemnify CITY and STATE if failure to comply with this provision results in damages to the CITY or the GRANTEE.

EXHIBIT C
DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____

 Signature

 Date

 (Name)

 (Company)

 (Address)

 (City, State Zip)

Additional page(s) attached.