

## AGREEMENT BETWEEN THE FAIR HOUSING COUNCIL OF CENTRAL CALIFORNIA AND THE CITY OF FRESNO REGARDING FAIR HOUSING SERVICES

THIS AGREEMENT, is made and entered into, effective the 1<sup>ST</sup> day of July, 2014 by and between the CITY OF FRESNO, California, a municipal corporation, hereinafter referred to as the "City", and the FAIR HOUSING COUNCIL OF CENTRAL CALIFORNIA, a non-profit organization, hereinafter referred to as the "FHCCC".

### RECITALS

WHEREAS, the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD", provides funding under its Community Development Block Grant Program, hereinafter "CDBG", as authorized under Title I of the Housing and Community Development Act of 1974, as implemented under Title 24 of the Code of Federal Regulations, hereinafter collectively referred to as the "Act", incorporated herein by its reference; and

WHEREAS, City is a recipient of CDBG funding for fiscal year 2014-2015 for use in funding eligible activities furthering established national objectives to benefit its low and moderate income residents as defined in the Act; and

WHEREAS, the City desires to use a portion of CDBG funds to utilize the services of the FHCCC to educate consumers and providers regarding fair housing rights and responsibilities, hereinafter the "Fair Housing Services", more specifically described in Section 1 of this Agreement; and

WHEREAS, the FHCCC desires to provide the Fair Housing Services upon the terms and conditions herein; and

WHEREAS, pursuant to City Resolution No. 2014-98, the City Manager is authorized to execute, on behalf of the City, CDBG agreements that are within available allocated CDBG funding and in a standard form approved by the City Attorney.

### AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual covenants herein contained and such other and further consideration as is hereby acknowledged, and subject to the terms and conditions and provisions hereof, the parties agree as follows:

1. Scope of Work. The FHCCC shall provide the following Fair Housing Services:
  - a. Mediate claims in-house and provide information and referral to appropriate agencies for landlord/tenant or civil code issues;
  - b. Conduct outreach, education and training pertinent to California and Federal

Fair Housing laws and best practices to representatives of the housing, lending, and insurance industry and to the public at large within the City of Fresno;

c. Provide Fair Housing training and presentations as needed to city staff and elected representatives;

d. Participate in three city-selected activities for the purpose of public education and outreach;

e. Conduct a Fair Housing Symposium or Conference during Fair Housing Month (April 2015);

f. Report activities quarterly to appropriate city staff, including data on claims, basis of discrimination and demographics of claimants.

2. CDBG Eligible Activity and National Objective. The City has determined that the Fair Housing Services are CDBG eligible. The City has further determined that the Fair Housing Services further one or more CDBG national objectives.

3. Term. This Agreement and the CDBG grant provided hereunder shall be for the period commencing on the effective date **July 1, 2014**, and ending **June 30, 2015**, unless sooner terminated as provided for in section 9 below.

4. Time frame for Completing Fair Housing Services and Submitting Fair Housing Services Invoices. The Fair Housing Services shall be conducted and completed according to a written schedule acceptable to the City and added as an addendum hereto. All invoices shall be submitted for payment by August 15, 2015. Extensions may be granted by the City in its discretion upon FHCCC's showing of circumstances beyond its reasonable control, which extensions(s) shall survive expiration/termination of this Agreement, as shall this Section.

5. Reporting Requirements. FHCCC shall provide City with the following written performance reports on or before the dates indicated:

a. A Fair Housing Services report documenting satisfaction performance of all Services hereunder, submitted within 45 days of the end of the term hereof and at any time hereunder upon written request of the City. There is no prescribed format for the report, but it should provide data on services rendered in accordance with Section 1.

6. Grant Disbursement. Grant funds shall be disbursed to reimburse FHCCC in accordance with the Proposed Budget attached hereto as Exhibit "A" and incorporated herein, provided that the specific line item amounts in said Budget may be varied, added and/or stricken, and further provided that in any event total Grant funds disbursed in pursuit of said Budget shall not to exceed in the aggregate the lesser of Twenty-Five Thousand Dollars (\$25,000) or City's available and allocated CDBG Funding during the term hereof. Grant funds shall be disbursed in arrears for FHCCC's satisfactory performance of the Fair Housing Services hereunder, upon verification satisfactory to City that expenses incurred in performing the Fair Housing Services are eligible under the Act, according to the following schedule:

a. Upon invoice to City and within 30 days thereof, provided that CDBG funding disbursements hereunder shall not exceed the sum of Six Thousand Two Hundred and Fifty Dollars and Zero Cents (\$6,250.00) in any quarter absent the written consent of the City upon unusual circumstances supported by FHCCC, and further provided that City's receipt of substantiating invoices, accounts, documents and records for each preceding three (3) month period shall all be express conditions precedent to any payment obligation in City.

b. Except to the extent expressly provided for herein, all costs/expenses incurred by FHCCC hereunder shall be the sole responsibility and liability of FHCCC.

c. All funds are paid contingent upon FHCCC'S continuous compliance with all applicable, uniform administrative requirements, program regulations, and recapture and reversion requirements set out in the Act. Any unearned or recaptured CDBG funding shall be returned to the City within thirty (30) days of the earlier of termination of this Agreement or notice by City. Any interest earned or received by the FHCCC thereon shall be remitted to the City.

7. Use of funds. The FHCCC shall use the funds provided by the City solely in pursuit of the Fair Housing Services.

8. Availability of CDBG Entitlement Funds. FHCCC acknowledges and agrees that the CDBG funding hereunder is subject to the control of HUD and may be encumbered, withdrawn, or otherwise made unavailable to the City (whether earned or promised to, or by, the FHCCC). The FHCCC shall not be paid such funds unless and until they are made available for payment to the City by HUD. No other funds owned or controlled by the City shall be obligated under this Agreement unless specifically approved and permitted by the Fresno City Council. Nothing herein constitutes a pledging or obligating of City funds, its General Fund, or any real and personal property taxes, sales taxes or any other tax revenues.

9. Termination of Agreement.

a. This Agreement shall terminate upon the earlier of:

i. FHCCC's Default. The parties agree that each of the following shall constitute a default by FHCCC for purposes of this Agreement where such breach remains uncured for thirty (30) calendar days following City's notice to FHCCC describing such breach, or if such breach is not reasonably susceptible of cure, immediately upon notice of breach by City to FHCCC:

(1) The FHCCC's use of CDBG funds for other uses than described in the Scope of Work.

(2) The FHCCC's failure to obtain and maintain the insurance coverage required under this Agreement.

(3) Except as otherwise provided in this Agreement, the failure of the FHCCC to punctually and properly perform any other covenant or agreement contained in

this Agreement including without limitation the following:

A. Any representation, warranty, or certificate given or furnished by or on behalf of FHCCC shall prove to be materially false as of the date of which the representation, warranty, or certification was given, or that FHCCC concealed or failed to disclose a material fact to City, provided, however, that if any representation, warranty, or certification that proves to be materially false is due merely to FHCCC's inadvertence, FHCCC shall have a thirty (30) day opportunity after written notice thereof to cause such representation, warranty, or certification to be true and complete in every respect.

B. FHCCC shall file, or have filed against it, a petition of bankruptcy, insolvency, or similar law, state or federal, or shall file any petition or answer seeking, consenting to, or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief, and such petition shall not have been vacated within fourteen (14) days; or shall be adjudicated bankrupt or insolvent, under any present or future statute, law, regulation, under state or federal law, and such judgment or decree is not vacated or set aside within fourteen (14) days.

C. FHCCC's failure, inability or admission in writing of its inability to pay its debts as they become due or FHCCC's assignment for the benefit of creditors.

D. A receiver, trustee, or liquidator shall be appointed for FHCCC or any substantial part of FHCCC's assets or properties, and not be removed within ten (10) days.

E. FHCCC's breach of any other material condition, covenant, warranty, promise or representation contained in this Agreement not otherwise identified within this section.

ii. Written notice by either party to the other without cause.

iii. Complete performance by each party hereto.

iv. Expiration.

b. Upon the happening of a default by FHCCC and a failure to cure said default within the time specified in the notice of default, City's obligation to disburse CDBG funding shall terminate, and City may also at its option and without notice institute any action, suit, or other proceeding in law, in equity or otherwise, which it shall deem necessary or proper for the protection of its interests and may without limitation proceed with any or all of the following remedies in any order or combination City may choose in its sole discretion:

i. Terminate this Agreement immediately upon written notice to FHCCC, in which event any unearned and improperly used CDBG funds disbursed to FHCCC by City shall be returned to City;

ii. Bring an action in equitable relief (1) seeking specific performance by FHCCC of the terms and conditions of this Agreement, and/or (2) enjoining, abating or preventing any violation of said terms and conditions, and/or (3) seeking declaratory relief;

iii. Pursue any other remedy allowed at law or in equity or under this Agreement.

c. Upon any termination, the City's obligations hereunder shall terminate and all unexpended or improperly expended CDBG funds subject to this Agreement shall revert to and/or be recaptured for the City's CDBG Program, provided that if the FHCCC is not in default at the time of termination the FHCCC shall be reimbursed for eligible Fair Housing Services activities satisfactorily performed prior to the effective date of the notice of termination.

d. Notwithstanding the foregoing and without waiver or limitation, in accordance with the Act including 24 CFR 85.43, suspension or termination of this Agreement may occur if the FHCCC materially fails to comply with any term of the CDBG grant, and the grant may be terminated for convenience in accordance with 24 CFR 85.44.

e. Those provisions of this Agreement intended by its terms therein to survive the termination of this Agreement shall so survive.

10. On-Site Monitoring. Authorized representatives of HUD or the City shall have the right to monitor the FHCCC's performance under this Agreement. Such monitoring may include inspection activities, review of records, and attendance at meetings.

11. Records. The FHCCC shall maintain all necessary books and records with respect to disbursement of money, to property, and to personnel in accordance with usual and customary business accounting practices. The FHCCC shall document all expenditures under this Agreement with properly executed payroll, time records, invoices, contracts, vouchers, or other official documentation evidencing the nature and propriety of the charges. All such materials shall be retained by the FHCCC for a period of not less than five (5) years from termination of this Agreement.

a. The FHCCC shall, at such time and in such forms as the City or HUD may require, furnish statements, records, data, copies, and information pertaining to matters covered by this Agreement. The City has the right, upon request, to inspect and copy all FHCCC documents and records pertaining to this Agreement.

12. Compliance with Governmental Regulations. The FHCCC shall, at its sole cost and expense, comply with applicable municipal, county, state, and federal law, regulations, rules and requirements now in force, or which may hereafter be in force, pertaining to any and all Fair Housing Services activities under this Agreement. The FHCCC shall comply with all applicable provisions of 24 CFR 570 et seq. including Subpart K thereof except that the FHCCC does not assume the CITY's non-delegable environmental responsibilities described in 24 CFR 58 and/or 24 CFR 570-604, and does not assume the City's responsibility for initiating the review process under Executive Order 12372.

a. Both City and FHCCC agree to jointly and severally comply with the requirements of the Office of Management and Budget Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments"; OMB Circular A-133 "Audits of States, Local Governments and Non-Profit Organizations"; 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; and 24 CFR Part 570.502 "Applicability of Uniform Administrative Requirements". Each party shall be responsible for determining the applicability of the foregoing.

b. The FHCCC agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973 and HUD implementing regulation 24 CFR Part 8.

c. The FHCCC agrees to inform the City in writing of any program income generated by the expenditure of CDBG funds. Any program income generated as a result of the Fair Housing Services must be paid to the City for deposit into the City's CDBG Program Fund. For purposes of this Agreement, program income shall be as defined in the Act. The requirements of this section 12 shall survive termination of the Agreement.

13. Contract Award. The FHCCC will be responsible for all aspects Fair Housing Services contract award and management including any required advertising for bids and shall award the contract to the lowest responsive and responsible bidder. The FHCCC shall verify with the Labor Relations and Equal Opportunity Division of the U.S. Department of Housing & Urban Development (HUD) Area Office that any low bidder has not been debarred or suspended from participating in federal Fair Housing Services.

a. Any such award shall be subject to all the terms and conditions herein.

14. Discrimination Prohibited. The FHCCC agrees to comply with the City's Fair Employment Practices and shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, color, religion, sex, national origin, ancestry, or physical or mental handicapped. More specifically, the FHCCC agrees as follows:

a. No person in the United States shall, on the grounds of race, color, religion, national origin, sex or sexual preference, ancestry, or physical or mental handicap 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. The FHCCC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual preference, national origin, ancestry, or physical or mental handicap. The FHCCC shall take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, or physical or mental handicap. Such action shall include, 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. The FHCCC agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

c. The FHCCC will, in all solicitation or advertisements for employees placed by or on behalf of the FHCCC; state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual preference, national origin, ancestry or physical or mental handicap.

d. The FHCCC 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 FHCCC'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

15. Conflict of Interest. Prior to City's execution of this Agreement, FHCCC shall complete a City of Fresno Conflict of Interest Disclosure Statement. Said Statement is attached hereto as Exhibit "B" and incorporated herein by reference. During the term of this Agreement, FHCCC shall have the obligation and duty to immediately notify City in writing of any change to the information provided by FHCCC on Exhibit "B".

a. No member, officer, or employee of the FHCCC or its designees or agents who exercise any function or responsibility with respect to the programs during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for Services to be performed in connection with this Agreement. The FHCCC shall incorporate, or cause to be incorporated, in all contracts and subcontracts a provision prohibiting such interest pursuant to the purposes of this section 15.

b. FHCCC shall not employ or retain the services of any person while such person either is employed by City or is a member of any City commission, board, committee, or similar City body. This requirement may be waived by the City's Chief Administrative Officer if no actual or potential conflict is involved.

c. FHCCC shall comply with all applicable laws, rules, regulations and requirements governing avoidance of impermissible conflicts, including without limitation the requirements of the California Political Reform Act (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.).

d. FHCCC represents and warrants that as of the effective date hereof, it represents no client or customer whose interests are adverse to the City's.

e. This section 15 shall survive expiration or termination of this Agreement.

16. Indemnification. The FHCCC shall indemnify, hold harmless and defend the 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) incurred by the City, the FHCCC or any other person, and 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 out of the performance of this Agreement. The FHCCC'S

obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employees agents or volunteers are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the City or any of its officers, officials, employees, agents or volunteers.

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

b. This section shall survive termination or expiration of this Agreement.

17. Insurance. Throughout the life of this Agreement, the FHCCC shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(s) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or (ii) authorized by the City's Risk Manager. The following policies of insurance are required:

a. COMMERCIAL GENERAL LIABILITY insurance which shall include Broad Form Comprehensive Personal Liability coverages including Personal Injury, Advertising Liability, Libel, Slander, Blanket Contractual, Products and Completed Operations, and Personal Injury, Bodily Injury and Property Damage Liability limits of not less than \$1,000,000 each occurrence.

b. COMMERCIAL AUTOMOBILE LIABILITY insurance, endorsed for "Any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence.

c. WORKERS' COMPENSATION insurance as required under the California Labor Code.

d. The above described policies of insurance shall be endorsed to provide an unrestricted thirty (30) day written notice in favor of the City, of policy cancellation, change or reduction of coverage, except for the Workers' Compensation policy which shall provide a ten (10) day written notice of such cancellation, change or reduction of coverage. In the event any policies are due to expire during the term of this Agreement, the FHCCC shall provide a new certificate evidencing renewal of such policy not less than fifteen (15) days prior to the expiration date of the expiring policy(s). Upon issuance by the insurer, broker or agent of a notice of cancellation, change or reduction in coverage, the FHCCC shall file with the City a certified copy of the new or renewal policy and certifications for such policy.

e. The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name the City, its officers, officials, agents, employees and volunteers as an additional insured. Such policy (ies) of insurance shall be endorsed so the FHCCC'S insurance shall be the primary and no contribution shall be required of the City. The FHCCC shall furnish the City with the certificate(s) and applicable

endorsements for ALL required insurance prior to the City's execution of the Agreement. The FHCCC shall furnish the City with copies of the actual policies upon the request of the City's Risk Manager at any time during the life of the Agreement or any extension.

f. If at any time during the life of the Agreement or any extension, the FHCCC fails to maintain the required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to the FHCCC shall be withheld until notice is received by the 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 the City. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement.

g. If the FHCCC should subcontract all or any portion of the work to be performed under this Agreement, the FHCCC shall require each subcontract to provide insurance protection in favor of the City, its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs except that the subcontractors' certificates and endorsements shall be on file with the FHCCC and City prior to the commencement of any work by the subcontractor.

18. FHCCC Certification.

a. The FHCCC certifies to the best of its knowledge and belief that no federally appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, or a member of Congress, or an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to a person for influencing an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the FHCCC shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The FHCCC shall require that the language of the above certification be included in the documents for all subrecipient tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement.

19. Independent Contractor. In the furnishing of the services provided for herein, the

FHCCC is acting as a independent contractor. Neither the FHCCC, nor any of its officers, associates, agents or employees shall be deemed an employee or agent of the City for any purpose. Nothing in this Agreement shall create a limited or general partnership or joint venture. FHCCC shall have no authority to bind the City absent City's express written consent. Except to the extent otherwise provided in this Agreement, FHCCC shall bear its own costs/expenses in pursuit hereof.

20. 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 or deposited into the United States 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.

21. Binding. Subject to section 22 below, 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.

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

23. Waiver. The waiver by either party of a breach by the other of any provisions 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.

a. No provision 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.

24. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. 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, California.

25. Heading. 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.

26. 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.

27. 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 any party, but rather by construing the terms in accordance with their generally accepted meaning.

28. 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.

29. Time of Essence. Time is of the essence for the performance of this Agreement.

30. Extent of Agreement. Each party acknowledges that they have read and fully understands 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 and agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the FHCCC.

31. Precedence of Documents. In the event any conflict between the body of this Agreement and any Exhibit or Attachment thereof, the body of this agreement shall control and take precedence.

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IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO

FAIR HOUSING COUNCIL  
OF CENTRAL CALIFORNIA

By:   
Bruce Rudd  
City Manager

By:   
M. J. Borelli  
Executive Director

(Provide notary certificate of acknowledgement)

ATTEST:

ADDRESSES

Yvonne Spence  
CITY Clerk

FHCCC:  
M. J. Borelli, Executive Director  
560 E. Shields #103  
Fresno, CA 93704

By:  6/15/15  
Deputy

APPROVED AS TO FORM:  
Doug Sloan  
CITY Attorney

CITY:  
City of Fresno  
Development and Resource Management/  
CDBG Section  
Attn: Crystal Smith  
2600 Fresno Street, Room 3065  
Fresno CA 93721

By:   
Deputy City Attorney

Attachments:      Exhibit A - Budget  
                          Exhibit B - Disclosure of Conflict of Interest

**Exhibit "A"**  
**2014-2015 Fair Housing Council Budget**

<b>BUDGET ITEM</b>	<b>COST</b>
Personnel/Direct labor	11,000
Personnel Fringe (Health, FICA, SUI, Worker's Comp. Ins.)	1,275
<b>TOTAL PERSONNEL</b>	<b>12,275</b>
<b>OTHER DIRECT COSTS</b>	
Office Supplies	500
General Liability Insurance	500
Copy Cost (Lease Maintenance)	8,400
Office Space Costs (Rent, Utilities)	2,500
Communication (Phone/Data Lines)	825
Education & Outreach (Materials Cost)	
<b>TOTAL OTHER DIRECT COSTS</b>	<b>12,725</b>
<b>TOTAL SERVICE COST</b>	<b>25,000</b>

**Exhibit "B"**

**DISCLOSURE OF CONFLICT OF INTEREST**

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



M.J. Borelli  
Executive Director

**F A I R H O U S I N G C O U N C I L**  
*of C e n t r a l C a l i f o r n i a*

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♦ 333 W. Shaw Avenue, Suite 14 ♦ Fresno, California 93704  
Executive Director · MJ Borelli

**I hereby authorize Marilyn J. Borelli, Executive Director/Authorized Designee,** to sign contracts and certify claims and other related documents under the provision of the FY 2014-2015 Community Development Block Grant Agreement between the City of Fresno and the Fair Housing Council of Central California for the services provided during the period July 1, 2014 to June 30, 2015.

*Mari Henson* Date 12/10/14  
Signature  
Board President  
(Mari Henson)

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Phone: 559/244-2950 ♦ Fax: 559/244-2956 ♦ Toll-Free: 888/498-FAIR (3247)

*The Fair Housing Council of Central California is a HUD Qualified Fair Housing Organization and an Operating Member of the National Fair Housing Alliance.*



**ACKNOWLEDGMENT**

State of California  
County of Fresno

On 12/31/14 before me Joan M. Van Vlack, Notary Public  
(insert name and title of the officer)

personally appeared M.G. Bonelli,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Joan M. Van Vlack (Seal)

