

TULARE COUNTY AGREEMENT NO. _____

**COUNTY OF TULARE
SERVICES AGREEMENT
LANDLORD MITIGATION FUND**

THIS AGREEMENT (“Agreement”) is entered into as of _____, between the **COUNTY OF TULARE**, a political subdivision of the State of California (“COUNTY”), and **Kings/Tulare Continuum of Care on Homelessness, Inc. dba Kings/ Tulare Homeless Alliance** (“CONTRACTOR”). COUNTY and CONTRACTOR are each a “Party” and together are the “Parties” to this Agreement, which is made with reference to the following:

- A.** County wishes to utilize the services of the CONTRACTOR to provide **Landlord Mitigation Fund services** to Tulare County Residents who are homeless;
- B.** CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the COUNTY’S Landlord Mitigation Fund; and
- C.** CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

THE PARTIES AGREE AS FOLLOWS:

- 1. TERM:** This Agreement becomes effective as of upon signatures by the Tulare County Board of Supervisors and expires at 11:59 PM on June 30, 2019 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement. Parties may extend the term of this Agreement, on the same terms and conditions as in effect before the end of the current term, for up to three (3) successive periods of twelve (12) months until the funds are depleted, upon mutual written consent of the Parties provided no later than ninety (90) days before the end of the current term.
- 2. SERVICES:** CONTRACTOR agrees to provide implementation of the Landlord Mitigation Fund for the County as requested by the COUNTY per attached **Exhibit A**.
- 3. PAYMENT FOR SERVICES:** It is mutually agreed that the COUNTY shall pay CONTRACTOR no more than a total of **FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000)** for all services rendered under this agreement. See attached **Exhibit B**.
- 4. INSURANCE:** insurance requirements referred to in paragraph 11 of the General Agreement Terms and Conditions, which are referred to in paragraph 5 below, are hereby waived.
- 5. GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY’S “General Agreement Terms and Conditions” are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY’S “General Agreement Terms and Conditions” can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement.

<input type="checkbox"/>	Exhibit D	Additional terms and conditions for federally-funded contracts. This Exhibit can be viewed at http://tularecountycounsel.org/default/index.cfm/public-information/
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TULARE COUNTY AGREEMENT NO. _____

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**COUNTY OF TULARE
SERVICES AGREEMENT
LANDLORD MITIGATION FUND**

COUNTY:

Health and Human Services Agency
Attention: Health and Human Services
Agency Director
5957 S. Mooney Blvd.
Visalia, CA 93277

Phone No.: (559) 624-8058

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrel Ave.
Visalia, CA 93291

Phone No.: (559) 636-5005

Fax No.: (559) 733-6318

CONTRACTOR:

Kings Tulare Continuum of Care On Homelessness, Inc.
Attn: Machael Smith
PO BOX 1742
Visalia CA 93279
Phone No.: (559) 738-8733
Email: msmith@kthomelessalliance.org

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

9. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

**COUNTY OF TULARE
SERVICES AGREEMENT
LANDLORD MITIGATION FUND**

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Kings/Tulare Homeless Alliance

Date: _____

By _____

Print Name _____

Title _____

Date: _____

By _____

Print Name _____

Title _____

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By _____

Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

Date: _____

By _____

Deputy Clerk

Approved as to Form
County Counsel

Date: _____

By _____

Deputy

Matter # _____

EXHIBIT A
Scope of Work
Fiscal Year: 2018/19

Program: Landlord Mitigation Fund

County of Tulare will provide \$50,000 in funds to the Kings Tulare Continuum of Care on Homelessness dba Kings/ Tulare Homeless Alliance, to provide the Landlord Mitigation Fund Program services necessary to secure housing for Tulare County residents experiencing homeless. Landlord Mitigation Fund eligible expenses may include Financial Support for the tenant and landlords such as security deposit, monthly rent, and reimbursement for damages. Administrative expenses that the organization incurs not directly tied to the program such as such as salaries, travel, and general office expenses, are not reimbursable.

A. Background

On January 25 and 26 of 2018, Project Homeless Connect served 919 people within Hanford, Porterville, Tulare, and Visalia. In June of 2018 the Alliance hosted three Landlord Engagement meetings within Tulare County, in the City of Porterville, City of Tulare and City of Visalia. The turnout was strong with experienced landlords who were willing to provide feedback regarding their experiences of working with providers to house Tulare County homeless. The feedback provided through the Landlord engagement meetings identified the need for Landlord mitigation funds - Program. The Alliance aims to expand rental opportunities for families by making landlord participation in the program more attractive, more feasible and streamlined.

Landlord Mitigation Funds Program is a two-tiered approach to service prioritization and delivery of service and is based upon the two service categories, namely, (1) The Coordinated Entry System; and (2) The Landlord Mitigation Fund.

The Coordinated Entry System includes two Housing Navigators that will conduct the Vulnerability Index Service Prioritization Decision Assistance Tool (VI-SPDAT) applicable to all individuals and households in the Tulare County region that meet the definition of homeless. Those with a VI-SPDAT score of 4-9 will be assessed for eligibility in a Rapid Re-Housing program. Those who have a score of 10-20 with a disabling condition and a long episode of homelessness will be assessed for placement in Permanent Supportive Housing (PSH). Housing Navigators are assigned to specific geographical locations and assist in securing proof of homelessness and verification of disabling condition by a licensed medical provider and other documents necessary so that when a unit becomes available, the consumer is immediately ready for placement.

Once a client has become document ready and referred for housing placement, there is often a significant issue with finding a landlord willing to rent to the client. Many landlords

EXHIBIT A
Scope of Work
Program: Landlord Mitigation Fund

are not willing to rent to someone they consider "high risk"-someone with multiple evictions or little to no income. The risk, perceived or real, has created a tremendous barrier to obtaining housing for people experiencing homelessness. Clients are spending months with an approved voucher and no unit to live in. Landlord Mitigation Funds have been established in other parts of the country and have proven to be successful in creating access to housing.

B. CONTRACTOR DUTIES:

1. Develop and implement a local Landlord Mitigation Fund to provide payment to landlords for eligible activities;
2. Develop and maintain working relationships and coordinate an integrated system of service delivery with entities who provide key points of entry into Housing Units.
3. Provide Housing Navigator for services to Tulare County Homeless individuals and families.
4. Receive referrals from County of Tulare to assess each referral for Landlord Mitigation Fund Program eligibility.
5. Ensure that one hundred percent (100%) of the allocation is used towards tenants and landlords within Tulare County.
6. Ensure that Funds will be used in accordance with program guidelines and may include Financial Support for the tenant and landlords.
 - a. Financial Support for the **Tenant** may include:
 - i. Pre-Leasing Incentives for leasing to clients holding a Permanent Supportive Housing or Rapid Re-Housing voucher;
 - ii. Vacancy Payments provide landlords with payments to hold a rental unit for one month after a tenant with a subsidy has been accepted by the landlord and while the landlord is going through the HUD approval process;
 - iii. Providing funds, limited to \$500, to assist with housing repairs to pass inspection;
 - iv. Providing funds to cover pro-rated days; and
 - v. Security Deposit.
 - b. Financial Support for the **Landlords** through Claim Reimbursement which may include:
 - i. Excessive property damages, subject to a cap of \$2,500;
 - ii. Up to one month of rent to a property owner while repairing excessive damage;
 - iii. Non- payment of rent;
 - iv. Eviction related cost; and
 - v. Short and long terms rental assistance such as unpaid rent.
7. Ensure that clients are eligible for services in accordance with the policy guidance developed;
8. Ensure the protection of the client's privacy at all times.

C. CONTRACTOR REPORTING REQUIREMENTS

1. Data Collection and Report: Over the course of the program, the Contractor shall obtain and report on the following data:
 - a. The number of homeless persons in the last year (Annual Homeless Point in Time count) for Tulare County;
 - b. Number of Tulare County clients served;
 - c. Number of households who have been able to maintain housing¹;
 - d. Number of landlords willing to rent to households as a result of the fund; and
 - e. Number of units that have been made available as a result of the fund.

2. Contractor shall submit financial, narrative, and performance reports to County.
 - a. The Financial Report shall be submitted with each invoice and shall track expenditures for the Contractor. The Financial Reports shall include amount of funds obligated, total expended, percentage expended, and total number of unduplicated clients for the report period. Administrative costs shall not be included in the use of Landlord Mitigation Funds.
 - b. The Quarterly Narrative Report is an opportunity for the Contractor to describe the programs, services provided, progress and accomplishments, and to identify any technical assistance needs. The Narrative Reports shall include a description of the programs, services funded with Landlord Mitigation funds, any general accomplishments within the programs, and issues or concerns.
 - c. The Quarterly Performance Report is an opportunity to best inform of program outcomes and productivity in relation the local Landlord Mitigation Fund. The Alliance should establish performance indicators that demonstrate the fund's ability to assist families and individuals with housing barriers to obtain safe and secure housing. Performance report shall demonstrate the effectiveness of Landlord Mitigation Fund Program.

D. COUNTY DUTIES:

1. Refer Tulare County homeless clients to the Landlord Mitigation Fund Program according to the referral criteria.

2. Schedule and coordinate meetings, as needed, to review Program referral process and services.

3. Review Reports from the Contractor for services provided.

4. Authorize payment for services to be provide by the Contractor.

¹ According to the HUD System Performance Measures (SPM) Report for participating programs: Measures 2a, 2b, 7b.1 and 7b.2.

EXHIBIT "B"
Compensation
Program: Landlord Mitigation Fund

A. REIMBURSEMENT

1. COUNTY agrees to allocate Fifty Thousand Dollars (\$50,000) for the purpose of paying the cost of housing services to address homelessness. COUNTY shall remit an initial sum of Ten Thousand Dollars (\$10,000), to CONTRACTORS to be deposited in a trust account entitled "CONTRACTOR, Landlord Mitigation Fund" in a bank that is a member of the Federal Deposit Insurance Corporation (FDIC). The remaining allocation of Forty Thousand Dollars (\$40,000) will be paid upon the receipt of financial report and invoice requests as a means to replenish Landlord Mitigation Fund. Each invoice request shall not exceed \$10,000. The amount in the Tulare County Landlord Mitigation Fund Program will not exceed \$10,000 in any given period.
2. CONTRACTOR shall have no personal interest in said trust account.
3. If COUNTY determines that CONTRACTOR has spent money from the account that was not an acceptable expense (outlined in Exhibit A), then CONTRACTOR shall reimburse the trust account by the amount of the unacceptable expense.
4. CONTRACTOR agrees to submit an invoice/payment request to COUNTY monthly/quarterly. The invoice/payment request will be in a format approved by COUNTY and include an itemized listing of all reimbursable expenses.
5. Expense Accounting: CONTRACTOR shall submit a complete and accurate accounting of all the Landlord and Tenant support expenses (outlined in Exhibit A).

CONTRACTOR shall maintain receipts for all expenses paid out of the trust account. A log of these receipts will be submitted to COUNTY. The receipts shall delineate the Homeless Management Information System (HMIS) Client ID, services provided, name of recipient (landlord), address of landlord, breakdown of funds issued, any installment payments, other relevant information, total amount billed, and signature of the person authorizing the payment. CONTRACTOR shall maintain accounts and records, which sufficiently and properly reflect and identify the direct costs of the funds provided by the Landlord Mitigation Fund. CONTRACTOR shall maintain and make available to COUNTY all records of revenue and expense reimbursement as it relates to this agreement.

B. INVOICING

1. The CONTRACTOR shall submit invoice to COUNTY.

2. The CONTRACTOR shall submit quarterly financial report, within thirty (30) days at the close of the quarter. CONTRACTOR shall provide a copy of supporting documentation for the expenses incurred during the quarter.

3. CONTRACTOR shall submit invoice to:
Tulare County Administrative Office
Attention: County Administrative Officer
2800 W. Burrell Avenue
Visalia, CA 93277