

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number  
24-123 A1

SAP Number

## Community Development and Housing

Department Contract Representative	Carrie Harmon
Telephone Number	(909) 382-3983
Contractor	Quality Management Group, Inc. Haven View Escrow
Contractor Representative	Josh LaBarge (Quality Management Group, Inc.) Mary Gilreath (Haven View Escrow)
Telephone Number	(909) 931-9763 (Josh LaBarge) (909) 373-1200 (Mary Gilreath)
Contract Term	02/09/2021 to 02/09/2026
Original Contract Amount	\$0
Amendment Amount No. 1	\$0
Total Contract Amount	\$0
Cost Center	6210002507

Briefly describe the general nature of the contract: Amendment No. 1 to the Disbursement Account Control Agreement outlines the process for the County to deposit funds into the escrow account, how the escrow agent will manage the escrow account and how Quality Management Group, Inc. (QMG) can request disbursements in connection with the Property Management Agreement as amended. The disbursements will be for the property's operating and management services provided by QMG for the Pacific Village project that provides housing, case management, and supportive services for individuals and households who are at-risk of or experiencing homelessness.

**FOR COUNTY USE ONLY**

Approved as to Legal Form

▶ Suzanne Bryant  
Suzanne Bryant, Deputy County Counsel

Date April 16, 2024

Reviewed for Contract Compliance

▶ \_\_\_\_\_

Date \_\_\_\_\_

Reviewed/Approved by Department

▶ \_\_\_\_\_

Date \_\_\_\_\_

**FIRST AMENDMENT TO DISBURSEMENT ACCOUNT CONTROL**  
**AGREEMENT (DISBURSEMENT ACCOUNT)**

This FIRST AMENDMENT TO DISBURSEMENT ACCOUNT CONTROL AGREEMENT (DISBURSEMENT ACCOUNT) (this "First Amendment") dated as of April 23, 2024 by and among Haven View Escrow, a California corporation, having an address at 8429 White Oak Avenue, Suite 104, Rancho Cucamonga, CA 91730("Escrow Agent"), Quality Management Group, Inc. a California corporation ("Agent"), and San Bernardino County, a political subdivision of the State of California ("Owner") amends the DISBURSEMENT ACCOUNT CONTROL AGREEMENT as follows:

Section 2. Use of Funds. The Operating Funds will be used exclusively for the payment of, or reimbursement for, approved operating costs that are needed to operate and maintain the Property, in accordance with the Approved Operating Budget. The Capitalized Operating Subsidy Reserve funds in the amount of \$1,526,809 will be used in accordance with California Emergency Solutions and Housing program (CESH), SB 2 Chapter 364, Statutes of 2017.

Section 5. General Conditions Applicable to Disbursements. Disbursements shall be subject to the following condition: Escrow Agent shall not be obligated to disburse any Operating Funds until the Owner has approved all or a portion of the corresponding Application for Payment for the funds to be disbursed, which approval will not be unreasonably delayed or withheld. The Agent agrees to establish an interest-bearing account for disbursement of CESH funds within 30 days of the effective date of the Third Amendment to the Property Management Agreement No. 21-132. The Disbursement of CESH funds to the Capitalized Operating Subsidy Reserve fund account will be subject to Owner verification that an interest-bearing account has been established by Agent.

**ELECTRONIC SIGNATURES.** This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF, or other email transmissions), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

IN WITNESS WHEREOF, each party has caused this Disbursement Account Control Agreement (Escrow Account) to be duly executed as of the Effective Date.

**CONSULTANT:**

QUALITY MANAGEMENT GROUP, INC, a California Corporation

By:  \_\_\_\_\_

Name: Joshua LaBarge

Title: President

Date: 1.29.24 \_\_\_\_\_

[COUNTERPART SIGNATURE PAGE TO AMENDMENT NO. 1 TO DISBURSEMENT  
ACCOUNT CONTROL AGREEMENT (DISBURSEMENT ACCOUNT)]

**OWNER:**

**SAN BERNARDINO COUNTY**, a political  
subdivision of the State of California

By: \_\_\_\_\_



Name: Luther Snoke

Title: Chief Executive Officer

Date: \_\_\_\_\_

5/20/2024

APPROVED AS TO LEGAL

FORM: TOM BUNTON  
County Counsel

By: \_\_\_\_\_



Suzanne Bryant,  
Deputy County Counsel

Date: \_\_\_\_\_

5/14/2024

[COUNTERPART SIGNATURE PAGE  
DISBURSEMENT ACCOUNT CONTROL AGREEMENT  
(DISBURSEMENT ACCOUNT)]

**ESCROW AGENT:**

HAVEN VIEW ESCROW, a California  
corporation

By: Mary C. D.  
Name: Mary Gutreath  
Title: Escrow Officer  
Date: 5/7/2024