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Contract Number

24-107 A-1

SAP Number

Community Development and Housing

Department Contract Representative	Carrie Harmon, Director
Telephone Number	(909) 382-3983
Contractor	City of Victorville
Contractor Representative	Keith C. Metzler
Telephone Number	(760) 955-5029
Contract Term	1/23/2024 through 06/30/2024
Original Contract Amount	\$691,092
Amendment No. 1	\$289,399
Total Contract Amount	\$980,491
Cost Center	6210002496

IT IS HEREBY AGREED AS FOLLOWS:

**CONTRACT NO. 24-107
AMENDMENT No. 1**

WHEREAS, San Bernardino County (County) and the City of Victorville (City) entered into Contract No. 24-107, with an original contract amount of \$691,092, and contract term from January 23, 2024, through June 30, 2024; and,

WHEREAS, the parties desire to amend Contract No. 24-107, to revise EXHIBIT 1 – Program Budget, for an additional \$289,399, and EXHIBIT 2 – Scope of Services, with no change to the contract term.

NOW, THEREFORE, the parties hereby agree to amend Contract No. 24-107 with Amendment No. 1, to amend and replace EXHIBIT 1 – Program Budget, EXHIBIT 2 – Scope of Services, and the following:

- 1. AMEND SECTION F. FISCAL PROVISIONS**, paragraph F.1 to read as follows:

- F.1 The maximum amount of disbursement under this Contract shall not exceed \$980,491 and shall be subject to availability of ERF Program funds to the County. The consideration to be paid to the City, as provided herein, shall be full payment for all the City's services and expenses incurred in the performance hereof, including travel and per diem.

EXHIBIT 1 is amended as attached.

EXHIBIT 2 is amended as attached.

All other terms and conditions of Contract No. 24-107 remain in full force and effect.

COUNTERPART EXECUTION

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, San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

▶ *Dawn Rowe*
Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 11 2024
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By *Lynna Monell*
Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County
Deputy



City of Victorville
(Print or type name of corporation, company, contractor, etc.)

By ▶ *Elizabeth Becerra*
(Authorized signature - sign in blue ink)

Name Elizabeth Becerra
(Print or type name of person signing contract)

Title Mayor
(Print or Type)

Dated: 6/10/2024

Address 14343 Civic Drive
Victorville, CA 92393-5001

APPROVED AS TO LEGAL FORM:

City of Victorville
(Print or type name of corporation, company, contractor, etc.)

By ▶ *Andre de Bortnowsky*
(Authorized signature - sign in blue ink)

Name Andre de Bortnowsky
(Print or type name of person signing contract)

Title City Attorney
Green de Bortnowsky, LLP
(Print or Type)

Dated: 6/10/2024

Address 30077 Agoura Court, Suite 210
Agoura Hills, CA 91301

City of Victorville
(Print or type name of corporation, company, contractor, etc.)

By ▶ Sandra Bostick
(Authorized signature - sign in blue ink)

Name Sandra Bostick
(Print or type name of person signing contract)

Title Risk Manager
(Print or Type)

Dated: 06/06/24

Address 14343 Civic Drive
Victorville, CA 92393-5001

COUNTY USE ONLY

Approved as to Legal Form
▶ Suzanne Bryant
Suzanne Bryant, Deputy County Counsel
Date June 6, 2024

Reviewed for Contract Compliance
▶ _____
Date _____

Reviewed/Approved by Department
Carrie Harmon, Director of CDH
▶ Carrie Harmon
Date June 6, 2024

City of Victorville
(Print or type name of corporation, company, contractor, etc.)

By ▶ Sandra Bostick
(Authorized signature - sign in blue ink)

Name Sandra Bostick
(Print or type name of person signing contract)

Title Risk Manager
(Print or Type)

Dated: 06/06/2024

Address 14343 Civic Drive
Victorville, CA 92393-5001

COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
▶ Suzanne Bryant, Deputy County Counsel	▶	▶ Carrie Harmon, Director of CDH
Date _____	Date _____	Date _____

EXHIBIT 1 REVISED
PROGRAM BUDGET

Victorville
Total Victorville Allocation: \$980,491
<p>Based on the estimated number of individuals within the Mojave Riverbed Encampment Area, the program anticipates serving a minimum of 100 unduplicated individuals through the term of this Contract. The ERF budget supplements funding for housing, outreach, and cleanup services conducted by the City. The Budget can also be used for any eligible expense under the ERF Program for the Target Population. The City will assume the cost of all services provided in excess of the grant amount of \$980,491.</p> <ul style="list-style-type: none">• Housing: a \$160 per bed per night fee will be assessed for a minimum of 26 beds at the Wellness Center for the term of the contract. The number of clients and duration of stay for housed individuals at the Wellness Center will fluctuate throughout the term of the Contract. Housing and transportation services are estimated at \$936,759, based on a five-month period of housing 26 or more individuals at any given time.• Outreach: During the term of the Contract, City Homeless Engagement Team staff will provide coordinated contacts with unhoused individuals within the target area to connect individuals to services and to coordinate transportation, cleanup and storage activities. Estimated costs of these services would range from \$150,000-\$200,000.• Cleanup: The City's Sanitation Division will assist the City's Homeless Engagement Team by providing cleanup and disposal services, with an estimated cost of \$40,000-\$60,000.

EXHIBIT 2

ENCAMPMENT RESOLUTION FUNDING PROGRAM – MOJAVE RIVERBED

A. INTRODUCTION

This amended Scope of Services is attached to and incorporated into the amendment to Contract No. 24-107 between San Bernardino County ("County") and the City of Victorville ("City"). The purpose of this amended Scope of Services is to further describe the Service requirements referenced in Section B of the Contract.

B. PROJECT DESCRIPTION

1. PURPOSE

The purpose of the Services is to provide interim housing following robust outreach and engagement with a goal of moving persons currently residing in encampments located in the Mojave riverbed into shelter and permanent housing through case management and housing navigation services.

2. SERVICES

a. General

The City shall provide a minimum of 26 interim housing beds for persons moving from encampments in the Mojave riverbed within the City of Victorville into the City's Wellness Center. The City's Case Managers shall engage participants and connect to services as well as permanent and other housing opportunities prior to and after the opening of the City's Wellness Center in December 2023. The City shall provide meals, daily hygiene, and case management services at an all-inclusive rate of \$160 per bed per night for ERF Program eligible persons residing at the Wellness Center. The City may provide transportation services to assist clients with their housing/Wellness plans. The City may provide Rapid Rehousing assistance to assist clients in obtaining and/or maintaining housing. The City shall provide invoices supporting the use of grant funds on a monthly basis with a daily census report of beds occupied. The City shall also provide environmental rehabilitation to locations where encampment residents previously resided in the Mojave riverbed, including the removal of encampment debris/waste. The foregoing notwithstanding, budgeted funds may be used by the City for any eligible expenses under the ERF Program to serve the Target Population.

In addition, the City shall contribute data to the Homeless Information Management System (HMIS) for the San Bernardino City and County Continuum of Care (CoC).

The City shall implement and adhere to the following best practices:

- Understand the population and their needs (number of persons, persons with disabilities, pets, transitional-age youth, people living in cars);
- Collaborate with multiple stakeholders and coordinate among teams; approaches by teams should permit ample time for engagement and rapport-building; allow for individualized case management; be client-centered, trauma-informed, and voluntary; be paired with availability of housing resources; and be transparent and consistent at every point of contact;
- Provide consistent engagement by trained providers, emphasizing case management in the field and the shelter/interim housing setting, focusing on a housing and services plan, and employing best practices including progressive engagement and more accountability in the coordinated entry system for housing navigation;
- Strengthen shelter policies and services to improve the housing outcomes of people experiencing homelessness;

- Quickly connect people experiencing homelessness to housing assistance and services tailored to their unique needs and strengths to help them achieve and maintain stable housing;
- Warm handoffs (transition conducted between two members of the support team in the provision of homelessness and housing services) should occur between the homelessness side of the system (outreach worker, shelter staff, navigator) and the housing side of the system (case manager, aftercare worker, follow-up workers, housing support specialist) when entering and exiting interim housing;
- All efforts should be made to exit persons from interim housing into a permanent housing placement.

The County shall administer, evaluate, and monitor the City’s programs to ensure compliance with the core components of Housing First. The City shall employ a progressive engagement approach and offer opportunities to clients to increase household income or help retain employment.

All ERF Program-funded activities shall operate in a manner consistent with the requirements of Welfare Institutions Code, Division 8, Chapter 6.5, section 8255, subdivision (b), referred to as “Core Components of Housing First”, including, but not limited to, use of a homelessness coordinated entry system, Housing First practices, and progressive engagement practices.

b. Federal and State Regulatory Information

Activity	Federal Regulation	State Regulation
Interim Housing		Health and Safety Code, Div. 31, Part 1, Ch. 7, Sec. 50254 et seq.
Emergency Shelter	24 CRF 576.102	25 CCR 8408 25 CCR 8409

3. **Levels of Accomplishment**

a. Goals

The City will strive to provide the following levels of services during the term of this Contract:

Minimum number of beds per night dedicated to target population	26
Total individuals receiving outreach services	100
Total Encampment Sites Cleaned Up and, if necessary, Storage of Personal Belongings	100
Total unduplicated number of persons served	100

b. Performance Measures

The City will strive to meet the following performance measures during the term of the Contract:

% of participants will move into permanent housing upon Wellness Center exit	50%
% of participants that will move to other transitional or supportive housing environments upon Wellness Center exit	15%
% of adult participants gaining new or increasing existing earned income or cash benefits at Wellness Center exit	50%

C. DATA COLLECTION AND REPORTING

1. **General**

Data collection must be completed in accordance with Health and Safety Code, Div. 31, Part 1, Ch. 7, Sec. 50254 et seq., HMIS Policies and Procedures, Bitfocus mapping software, and any additional data collection required by State funding, and in sufficient detail to determine the project's progress in meeting the goals and performance measures as set forth in Section B.3. The County shall timely ensure the City has availability of applicable data collection software, training and proper enrollment to allow the City the ability to complete the data collection.

2. Report Schedule

Monthly Status Reports and Financial/Invoice Reports are due on a monthly basis, on the 20th day following the close of the previous month. This reporting schedule shall conclude following the expenditure of all ERF funds.

3. Report Content

Status Reports must contain the following:

- a. ERF Annual Performance Report (APR) Subrecipient Report generated from the San Bernardino Homeless Management Information System (HMIS);
- b. Data on goals and permanent measures as set forth in Section B.3. and as follows:
 1. Number of people in the encampment site that are currently on the client list.
 2. Number of people in the encampment site that have exited into safe and stable housing during the reporting period.
 3. Number of people in the encampment site that have exited into pathways to safe and stable housing (i.e., temporary housing + connection to services) during the reporting period.
 4. Number of people in encampments that have exited into other housing destinations.
 - 5.
- c. Data on funding received for the engagement, stabilization and housing of homeless individuals residing in the Mojave riverbed and the restoration of former encampment sites to their natural state, from all sources; and
- d. The following data regarding Rapid Rehousing support, where applicable:
 1. Rental Assistance
 - a. Copies of lease agreements
 - b. Copies of rental assistance agreements
 - c. Habitability Certification
 - d. Fair Market Rents (FMR) and Rent Reasonableness Certifications
 - e. Copies of invoices from property management/landlords
 - f. Proof of payments to property management/landlords
 2. Financial Assistance
 - a. Copies of invoices/bills reflecting client's information and proof of payments for rental applications fees, security and utility deposit and payments, and/or last month's rent.
 3. Service Costs
 - a. Copies of credit repair invoice/proof of payments for client housing placement.
 - b. Copies of invoices/ proof of payments for legal assistance that may prohibit program participant for accessing or keeping permanent housing.
 - c. Copies of receipts for moving cost such as rental truck or temporary storage fees up to three months.
- e. Transportation data including the following:
 1. Copies of mileage logs for service workers' travel using personal vehicles to visit program participants.

2. The cost of leasing or purchasing a vehicle for the purpose of assisting program participants.
 3. Receipt of copies of public transportation costs for program participants and/or staff to assist participants.
- f. Signature of the Deputy City Manager or his or her designee attesting to the accuracy of the information submitted.