

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME
San Bernardino County

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
Five (5) Years from the Effective Date

3. The maximum amount of this Agreement is:
\$363,680.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
TOTAL NUMBER OF PAGES ATTACHED		4

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership,etc.)
San Bernardino County

CONTRACTOR BUSINESS ADDRESS 150 South Lena Road	CITY San Bernardino	STATE CA	ZIP 92415
PRINTED NAME OF PERSON SIGNING Curt Hagman	TITLE Chairman, Board of Supervisors		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA			
CONTRACTING AGENCY NAME Department of Housing and Community Development			
CONTRACTING AGENCY ADDRESS 2020 W. El Camino Ave., Suite 130	CITY Sacramento	STATE CA	ZIP 95833
PRINTED NAME OF PERSON SIGNING Rebecca Taylor	TITLE Contracts Office Manager, Business & Contract Services Branch		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

Pursuant to Item 2240-103-0001 of Section 2.00 of The Budget Act of 2019 as amended by Section 2.00 of Chapter 21 of the Statutes of 2021 ([AB 128](#)), the California Department of Housing and Community Development (“Department” or “HCD”) shall allocate funding to counties the designated funding for the support of housing navigators to help young adults 18 years and up to 21 years secure and maintain housing. This Standard Agreement (the “Agreement”) is entered into under the authority of, and in furtherance of the purposes of, the applicable authority.

2. Purpose

In accordance with the authority cited above, the Contractor (herein referred to as the “County” or the “Contractor”), was awarded financial assistance (the “Allocation Acceptance Form”) from the program (the “Grant”) for 2021-2022 fiscal year for the purpose of providing housing navigators to help young adults secure and maintain housing. A County that receives an allocation shall give priority to young adults in the foster care system to secure and maintain housing. As well as provide training to its child welfare agency social workers and probation officers who serve nonminor dependents. The Allocation Acceptance Form, including all representations made by the Contractor, are hereby incorporated in this Agreement by reference. The State agreed to make the Grant, based on applicable authority and this Agreement.

The HCD and the County agree to enter into this Agreement in accordance with the terms and conditions set forth herein, subject to all the provisions of the applicable statutes and further subject to the State laws and requirements governing State contracts.

3. Scope of Work

The County will use all Grant funding for the support of housing navigators to help young adults, between the ages of 18 and 21, to secure and maintain housing, with priority given to young adults in the foster care system.

Contractor agrees to use the funds for eligible activities which may include, but are not limited to the following:

- A. Identifying and assisting housing services for this population within each community.

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- B. Helping this population secure and maintain housing (with priority given to those formerly in the state's foster care system).
- C. Improving coordination of services and linkages to community resources within the child welfare system and the Homeless Continuum of Care.
- D. Outreach and targeting to serve those with the most severe needs.

In performing the Program Activities, the HCD agrees to provide the aggregate Grant amount identified on page 1 number 3 of this Agreement. In no instance shall the Department be liable for any costs for the work more than the Grant amount, or for any unauthorized or ineligible costs.

4. **Monitoring and Reporting**

The County will maintain books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as identified in this Agreement. Upon request, all books, records, documents, and other evidence will be made available for audit and inspection by HCD for a period of two years.

A reporting form, provided by HCD, shall be submitted biannually by the Contractor to HCD for the period of three (3) years subsequent to the execution of this Agreement. The first bi-annual report shall be submitted by January 31st of each reporting year; and will cover the reporting period from July 1st to December 31st. The second bi-annual report shall be submitted by July 31st of each reporting year and will cover the reporting period of January 1st to June 30th.

The bi-annual reports shall include, but are not limited to, the following information:

- A. Number of program participants served with program funds;
- B. Details on use of program funds;
- C. Details on housing navigators and other subcontractors;
- D. Number of program participants served who were in the State's foster care system;
- E. Number of program participants who were homeless at time of program entry;
- F. Number of program participants who exited homelessness into temporary housing;

EXHIBIT A

- G. Number of program participants who exited homelessness into permanent housing; and,
- H. Subpopulation data including:
 - 1) Number of participants that are employed;
 - 2) Number of participants identified as LGBTQ+;
 - 3) Number of participants with a disability;
 - 4) Number of participants with minor children in the household; and,
 - 5) Average number of children per household.

5. **Effective Date and Expenditure Deadline**

- A. This Agreement is effective upon approval by the HCD authorized representative's signature on page one of the fully executed Standard Agreement, STD 213, (the "Effective Date").
- B. This Agreement shall terminate five (5) years after the Effective Date as stated in the STD 213, paragraph 2 (the "Expiration Date").
- C. Any funds not disbursed to the Grantee prior to October 30, 2024 shall be disencumbered and revert to the Department.
- D. Grant funds must be expended from the Award Date until October 30, 2025 (the "Expenditure Deadline") and observe all other performance requirements as specified herein. Any expenses incurred after October 30, 2025, will not be eligible for payment from any Grant funds. Any Grant funds which have not been expended by October 30, 2025, shall be disencumbered, and revert to the Department. Checks shall be made payable to the Department of Housing and Community Development and mailed to 2020 West El Camino Avenue, Attention: Accounting Division, Room 300, Sacramento, CA 95833, no later than one month following the expiration of the Expenditure Date and must reference the contract number.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Statutory Authority

The Budget Act of 2019 as amended by Sec. 2.00 of Chapter 21 of the Statutes of 2021 ([AB 128](#))

2240-103-0001 – For local assistance, Department of Housing and Community Development

Schedule – 1665-Financial Assistance Program

2. Conditions of Disbursement

Prior to receiving any Grant funds, the Contractor shall submit the following for the Department's approval:

- A. Resolution from the governing board;
- B. Payee Data Record (Std. 204) or Government TIN Form, as applicable; and,
- C. Any other documents, certifications, or evidence deemed necessary by the Department prior to the disbursement of the grant funds.

Provisions:

(a) Notwithstanding any other law, grants awarded pursuant to this provision shall be exempt from the personal services contracting requirements of Article 4 (commencing with Section 19130) of Chapter 5 of Part 2 of Division 5 of Title 2 of the Government Code, and from the Public Contract Code and the State Contracting Manual and shall not be subject to the approval of the Department of General Services.

3. Payee

Name: San Bernardino County

Amount: \$363,680

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)