



Contract Number

19-518

SAP Number

## Community Development & Housing Agency

<b>Department Contract Representative</b>	Dena Fuentes
<b>Telephone Number</b>	387-4411
<b>Contractor</b>	State of California Department of Housing and Community Development
<b>Contractor Representative</b>	Connie Mallavia
<b>Telephone Number</b>	(916) 263-2711
<b>Contract Term</b>	Through 10/15/2023
<b>Original Contract Amount</b>	\$1,459,234
<b>Amendment Amount</b>	0
<b>Total Contract Amount</b>	\$1,459,234
<b>Cost Center</b>	

**Briefly describe the general nature of the contract:** Grant award from the State of California Department of Housing and Community Development in the amount of \$1,459,234 for the California Emergency Solutions and Housing Program effective upon approval by the State through October 15, 2023.

### FOR COUNTY USE ONLY

Approved as to Legal Form

*Suzanne Bryant*  
Suzanne Bryant County Counsel  
Date JULY 30, 2019

Reviewed for Contract Compliance



Date

Reviewed/Approved by Department



Date

*Dena Fuentes*  
7/30/19

# CONTRACTOR'S COPY

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

## STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER  
18-CESH-12478

PURCHASING AUTHORITY NUMBER (if applicable)

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

County of San Bernardino

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:

\$1,459,234.00

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	2
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	CESH Program Terms and Conditions	7
Exhibit E	Special Conditions	1
TOTAL NUMBER OF PAGES ATTACHED		13 pages

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/Resource>.

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.)

County of San Bernardino

CONTRACTOR BUSINESS ADDRESS

385 N. Arrowhead Avenue

CITY

San Bernardino

STATE

CA

ZIP

92415

PRINTED NAME OF PERSON SIGNING

Curt Hagman

TITLE

Chairman, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

AUG 06 2019

### 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

Synthia Rhinehart

TITLE

Contracts Manager,  
Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

8-26-19

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

Exempt per: SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIRMAN OF THE BOARD  
LYNNA MONELL  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By

Deputy



**EXHIBIT A**

- D. Operating support for emergency housing interventions, including, but not limited to, the following:
- 1) Navigation centers that provide temporary room and board and case managers who work to connect homeless individuals and families to income, public benefits, health services, permanent housing, or other shelter.
  - 2) Street outreach services to connect unsheltered homeless individuals and families to temporary or permanent housing.
  - 3) Shelter diversion, including, but not limited to, homelessness prevention activities such those described in 24 CFR 576.103, and other necessary service integration activities such as those described in 24 CFR 576.105, to connect individuals and families to alternate housing arrangements, services, and financial assistance
- E. Systems support for activities necessary to maintain a comprehensive homeless services and housing delivery system, including Coordinated Entry System (CES) data, and Homeless Management Information System (HMIS) reporting, and homelessness planning activities.
- F. Development or updating of a CES, if the CoC does not have a system in place that meets the requirements of 24 CFR 576.400(d) or 24 CFR 578.7(a)(8), as applicable, and related HUD requirements, as set forth in Section II.E.3.A of the NOFA.
- G. Development of a plan addressing actions to be taken within the CoC service area if no such plan exists.
- H. Contractor may contract with a Subrecipient if the Contractor determines that the Subrecipient is qualified to carry out the eligible activities with the allocated funds. Subrecipients shall include a unit of local government, a private non-profit, or a for-profit organization

**5. Department Contract Coordinator**

The Department's Contract Coordinator for this Agreement is the Grant Management CESH Program Manager of the Division of Financial Assistance, or their designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the Department Contract Coordinator at the following address:

California Department of Housing and Community Development  
**ATTENTION:** California Emergency Solutions and Housing Grant Fund Program (CESH)  
Grant Management Section  
2020 West El Camino Avenue, Suite 400, 95833  
P. O. Box 952050  
Sacramento, CA 94252-2050

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Budget Detail**

Contractor has been awarded the following grant activity amounts:

Rental Assistance, Housing Relocation and Stabilization Services	\$ 400,000
Flexible Housing Subsidy Funds	\$ 350,000
Operating Support for Emergency Housing Interventions	\$ 150,000
Systems Support	\$ 486,272
Projected Administration Costs	\$ 72,962
<b>TOTAL AWARD AMOUNT</b>	<b>\$1,459,234</b>

Contractor will be responsible for maintaining oversight of any minimum and maximum grant activity amounts, since they will be evaluating Subrecipient applications and managing those contracts.

**2. Conditions of Disbursement**

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

- A. Payee Data Record (Std. 204) or Government TIN Form, as applicable;
- B. Certification from the CoC documenting that the Contractor has been designated by the CoC to administer the Grant;
- C. HUD Coordinated Entry Process Self-Assessment or, alternatively, documentation satisfactory to the Department in its reasonable discretion which demonstrates that a minimum of 20 percent of the allocation to the CoC service area will be used to implement or update its systems to comply with the applicable HUD requirements;
- D. Local program or project selection process documentation satisfactory to the Department in its reasonable discretion; and,
- E. Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of Grant funds.

**EXHIBIT D**

**CESH PROGRAM TERMS AND CONDITIONS**

**1. Strict Compliance**

Contractor will strictly comply with the terms, conditions and requirements of the CESH Statutes, the NOFA and this Agreement.

**2. Contractor's Application for Funds**

- A. Contractor has submitted to the Department an Application for a Grant under the Program. The Department is entering into this Agreement based on, and in substantial reliance upon, Contractor's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. Contractor warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of Contractor's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the Grants or activities governed by this Agreement, then the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

**3. Eligible Activities**

Grant funds awarded to the Contractor and expended by either the Contractor or any Subrecipient shall be used for the eligible activities set forth in Exhibit A as required by the CESH Statutes. The following additional limitations or requirements shall apply:

- A. A Contractor shall not use more than 40 percent of any funds allocated in a fiscal year for operating support for emergency housing interventions as described in Health and Safety Code Section 50490.4(f).
- B. If the CoC does not have a functioning CES and HMIS that meet the requirements of 24 CFR 576.400(d) or 24 CFR 578.7(a)(8), as applicable, and related HUD requirements, as set forth in Section II.E.3.A of the NOFA, a minimum of 20 percent of the allocation to the CoC service area will be used to implement or update its systems to comply with such requirements. Eligible CES costs do not include capital development activities, including, but not limited to, real property acquisition, construction, or rehabilitation activities.
- C. A Contractor shall not use more than 5 percent of an allocation for a CoC service area for administrative costs related to the planning and execution of eligible activities. A Contractor may share any funds available for administrative costs with Subrecipients.

**EXHIBIT D**

**6. Reporting/Audits**

- A. Commencing with the Effective Date of this Agreement and continuing through the Expiration Date, the Contractor shall submit an annual report to the Department by July 31 of each year that reports all activities from the previous fiscal year (7/1–6/30), on forms provided by the Department.

The first report will be due on July 31, 2020 and will report all activities from date of initial fund disbursement through June 30, 2019 in addition to reporting all activities from the 7/1/19 – 6/30/20 fiscal year.

- B. The annual expenditure report shall contain a detailed report which must include, at a minimum:

- 1) The Contractor's program or project selection process performed in collaboration with the CoC;
- 2) Amounts awarded to Subrecipients with the activity(ies) identified;
- 3) Projected performance measures;
- 4) Contract expenditures;
- 5) The expenditures and activities of any Subrecipients for each year of the term of the contract with HCD until all funds awarded to a Subrecipient have been expended; and,
- 6) Progress on the following performance measures and others established by the Contractor and described in the Application to evaluate success in implementing eligible activities:
  - a) The number of homeless persons served;
  - b) The number of unsheltered homeless persons served, and the average length of time spent as homeless before entry into the program or project;
  - c) The number of homeless persons exiting the program or project to permanent housing; and,
  - d) The number of persons that return to homelessness after exiting the program or project.

- C. The Contractor is responsible for the completion of audits and all costs of preparing audits.

**EXHIBIT D**

- 2) The Contractor also agrees to include in any contract that it enters into in an amount exceeding \$10,000, the Department's right to audit the contractor's records and interview their employees. The Contractor shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Code Section 10115.10.
- D. The determination by the Department of the eligibility of any expenditure shall be final. If the eligibility of any expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and HCD shall determine the reimbursement method for the amount disallowed.
- E. The Contractor shall retain all books and records relevant to this Agreement for a minimum of (5) five years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

**8. Breach and Remedies**

- A. The following shall each constitute a breach of this Agreement:
  - 1) Contractor's failure to comply with the terms of this Agreement.
  - 2) Use of, or permitting the use of, Grant funds provided under this Agreement for any ineligible costs or for activities not approved under this Agreement.
  - 3) Any failure to comply with the deadlines set forth in this Agreement.
- B. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may:
  - 1) Bar the Contractor from applying for future CESH funds;
  - 2) Revoke any other existing CESH award(s) to the Contractor;
  - 3) Require the return of any unexpended CESH funds disbursed under this Agreement;
  - 4) Require repayment of CESH funds disbursed and expended under this agreement;
  - 5) Require the immediate return to the Department of all funds derived from the use of CESH funds including, but not limited to recaptured funds and returned funds;
  - 6) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with the CESH Program requirements; and,

**EXHIBIT D**

**12. Special Conditions-Contractors and Subrecipients**

The Contractor agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit E. These conditions shall be met to the satisfaction of the Department prior to disbursement of funds. The Contractor shall ensure that all Subrecipients are made aware of and agree to comply with all conditions of this Agreement and the applicable State requirements governing the use of Grant funds. The Contractor shall ensure that all Subrecipients are qualified to do business and in good standing with the California Secretary of State and the California Franchise Tax Board. Failure to comply with these conditions may result in cancellation of this Agreement.

**13. Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Contractor agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Grant, the Contractor, its Subrecipients, and any other Grant activity.

**14. Litigation**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Contractor shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.



**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SAN BERNARDINO  
AND RECORD OF ACTION**

**August 6, 2019**

**FROM**

**DENA FUENTES, Deputy Executive Officer, Community Development and Housing Agency**

**SUBJECT**

Grant award from the State of California Department of Housing and Community Development for the California Emergency Solutions and Housing Program Round One funding and amending Resolution 2019-69 for Round Two funding

**RECOMMENDATION(S)**

1. Accept the **Grant Award** (State Agreement No. 18-CESH-12478) (**County Agreement No. 19-518**) from the State of California Department of Housing and Community Development, in the amount of \$1,459,234, for the California Emergency Solutions and Housing Program to provide grants to homeless service providers to assist persons who are experiencing or are at risk of homelessness, effective upon approval by the State through October 15, 2023.
  2. Designate the Chief Executive Officer or the Community Development and Housing Agency Deputy Executive Officer to execute any ancillary documents, including any non-substantive amendments necessary on behalf of the County, in relation to the California Emergency Solutions and Housing Program, subject to review by County Counsel.
  3. Direct the Chief Executive Officer or the Community Development and Housing Agency Deputy Executive Officer to transmit all grant award documents and amendments in relation to the California Emergency Solutions and Housing Program Round One to the Clerk of the Board of Supervisors within 30 days of execution.
  4. Amend **Resolution 2019-69** to define the term, "Applicant" as required by the State of California Department of Housing and Community Development for the California Emergency Solutions and Housing Program Round Two funding application.
- (Presenter: Dena Fuentes, Deputy Executive Officer, 387-4411)

**COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES**

**Provide for the Safety, Health and Social Service Needs of County Residents.**

**Pursue County Goals and Objectives by Working with Other Agencies.**

**FINANCIAL IMPACT**

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The grant amount of \$1,459,234 is administered by the State of California Department of Housing and Community Development (HCD) and does not require a match. Necessary appropriation and revenue adjustments will be included in the first quarter 2018-19 budget adjustment.

**Grant award from the State of California Department of Housing and Community Development for the California Emergency Solutions and Housing Program Round One funding and amending Resolution 2019-69 for Round Two funding  
August 6, 2019**

**BACKGROUND INFORMATION**

*California Emergency Solutions and Housing Program (CESH) Round One*

On October 2, 2018 (Item No. 9), the Board of Supervisors (Board) approved the Community Development and Housing Agency's (CDHA) submission of the grant application to HCD for the California Emergency Solutions and Housing Program (CESH) Round One funding in an amount not to exceed \$3,000,000. CDHA submitted the CESH grant application on October 4, 2018, and received the CESH award letter for \$1,459,234 on January 11, 2019. The approval of this item accepts the CESH Round One grant award, authorizes execution of the Standard Agreement (Agreement) received from HCD on July 17, 2019 and delegates authority to the Chief Executive Officer or the Community Development and Housing Agency Deputy Executive Officer to execute any ancillary documents, including any non-substantive amendments necessary on behalf of the County, subject to review by County Counsel in relation to the CESH Program.

CESH funds will be allocated via contracts with eligible sub-recipients no later than January 2021 as required by HCD. CESH funding is to be utilized to address the short- and long-term needs of homeless individuals and families throughout the County. Eligible expenses include rental assistance, housing relocation and stabilization services, 15-year capitalized operating reserves for new and existing affordable permanent housing, flexible housing subsidies and operating support as well as other services dedicated to ending homelessness. CDHA will bring an item back to the Board for approval of contracts with all sub-recipients.

*California Emergency Solutions and Housing Program (CESH) Round Two*

On May 21, 2019 (Item No. 50) the Board authorized the submittal of the CESH Round Two grant application in an amount not to exceed \$1,000,000. The application was submitted to HCD accordingly. HCD has asked that Resolution 2019-69 be modified to define the term "Applicant" as the "County of San Bernardino". Recommendation No. 4 modifies the resolution accordingly. The approved modification will allow HCD to complete the application review and award additional CESH funds.

**PROCUREMENT**

No procurement is required for this action.

**REVIEW BY OTHERS**

This item has been reviewed by County Counsel (Suzanne Bryant, Deputy County Counsel, 387-5455) on July 22, 2019; Finance (Kathleen Gonzalez, Administrative Analyst, 387-5412) on July 23, 2019; and Finance and Administration (Robert Saldana, Deputy Executive Officer, 387-5423) on July 26, 2019.

**Grant award from the State of California Department of Housing and Community Development for the California Emergency Solutions and Housing Program Round One funding and amending Resolution 2019-69 for Round Two funding  
August 6, 2019**

Record of Action of the Board of Supervisors  
County of San Bernardino

**APPROVED (CONSENT CALENDAR)**

Moved: Robert A. Lovingood Seconded: Dawn Rowe

Ayes: Robert A. Lovingood, Janice Rutherford, Dawn Rowe, Curt Hagman, Josie Gonzales

Lynna Monell, CLERK OF THE BOARD

BY   
DATED: August 6, 2019



cc: **W/RESOLUTION**  
CDHA- Fuentes w/agree  
Contractor- C/O CDHA w/agree  
**File- w/agree**  
la 08/7/2019

## **AMENDED RESOLUTION NO. 2019-69**

**AN AMENDED RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, APPROVING THE SUBMITTAL OF A GRANT APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR ROUND 2 FUNDING UNDER THE CALIFORNIA EMERGENCY SOLUTIONS AND HOUSING PROGRAM; AUTHORIZING THE EXECUTION OF A STANDARD AGREEMENT IF SELECTED FOR SUCH FUNDING AND ANY AMENDMENTS THERETO; AND DESIGNATING THE ADMINISTRATIVE AUTHORITY FOR SUCH FUNDING**

On Tuesday August 6, 2019, on motion of Supervisor Lovington, duly seconded by Supervisor Rowe and carried, the following resolution is adopted by the Board of Supervisors of San Bernardino County, State of California.

**WHEREAS**, the State of California (the "State"), Department of Housing and Community Development (Department) issued a Notice of Funding Availability ("NOFA") dated March 21, 2019, under the California Emergency Solutions and Housing (CESH) Program (Program, or CESH Program); and

**WHEREAS**, the Interagency Council on Homelessness is the San Bernardino County local Continuum of Care; and

**WHEREAS**, on April 24, 2019, Interagency Council on Homelessness approved the County of San Bernardino to be the Administrative Entity designated by the Continuum of Care to administer CESH Program funds; and

**WHEREAS**, Community Development and Housing Agency of the County of San Bernardino is the lead entity to undertake the duties and responsibilities of the Administrative Entity; and

**WHEREAS**, the Department may approve funding allocations for the CESH Program, subject to the terms and conditions of the NOFA, Program requirements, and the Standard Agreement and other contracts between the Department and CESH grant recipients; and

**WHEREAS**, on May 21, 2019 the Board of Supervisors adopted Resolution 2019-69 which was subsequently rejected by the State because the term, "Applicant" had not been defined as the "County of San Bernardino".

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of San Bernardino that:

1. This Amended Resolution 2019-69 defines the term "Applicant" as used herein to mean the "County of San Bernardino".
2. If Applicant receives a grant of CESH funds from the Department pursuant to the above referenced CESH NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the CESH Program, as well as any and all contracts Applicant may have with the Department.
3. Applicant is hereby authorized and directed to receive a CESH grant, in an amount not to exceed \$1,000,000 in accordance with all applicable rules and laws.
4. Applicant hereby agrees to use the CESH funds for eligible activities as approved by the Department and in accordance with all Program requirements, and other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

5. The Chair of the Board of Supervisors or the Chief Executive Officer are each individually authorized to execute the Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the CESH grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED by the Board of Supervisors of the County of San Bernardino, State of California, by the following vote:

AYES: SUPERVISORS: Robert A. Lovingood, Janice Rutherford, Dawn Rowe,  
Curt Hagman, Josie Gonzales

NOES: SUPERVISORS: NONE

ABSENT: SUPERVISORS: NONE

ABSTENTIONS: SUPERVISORS: NONE

  
CURT HAGMAN, Chairman  
Board of Supervisors

Date: AUG 06 2019

ATTEST:

LYNNA MONELL, Clerk of the Board of Supervisors

By: 

Deputy

\*\*\*\*\*

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

ss.

I, **LYNNA MONELL**, Clerk of the Board of Supervisors of the County of San Bernardino, State of California, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Supervisors, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of August 6, 2019.#13 LA

LYNNA MONELL  
Clerk of the Board of Supervisors

By: 

Deputy