

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 13.2
(ID # 25203)**

MEETING DATE:
Tuesday, June 25, 2024

FROM : Regional Parks and Open Space District

SUBJECT: REGIONAL PARK AND OPEN-SPACE DISTRICT: Approve the Memorandum of Understanding between Housing and Workforce Solutions and RivCoParks for Encampment Resolution Funding Program; District 3 [\$525,000]

RECOMMENDED MOTION: That the Board of Directors:

1. Approve the Memorandum of Understanding between the County of Riverside Department of Housing and Workforce Solutions (HWS) and the Riverside County Regional Park and Open-Space District (RivCoParks) for the Encampment Resolution Funding Program and authorize the Chairman of the Board to execute the same;
2. Authorize the General Manager, or designee, to execute future amendments, as approved by County Counsel, that do not change the intent or purpose of the agreement; and
3. Instruct the Clerk of the Board to return two (2) copies of the Memorandum of Understanding to RivCoParks.

ACTION:Policy

Kyla R. Brown, General Manager

6/5/2024

MINUTES OF THE BOARD OF DIRECTORS

On motion of Director Spiegel, seconded by Director Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: June 25, 2024
xc: Parks

Kimberly A. Rector
Clerk of the Board

By:
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$	\$	\$ 525,000	\$ 0
NET COUNTY COST	\$0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS:			Budget Adjustment:	No
			For Fiscal Year:	23/24-25/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The State of California established the Encampment Resolution Funding Program (ERF) to assist local jurisdictions in ensuring the wellness and safety of people experiencing homelessness in encampments by providing services and supports that address their immediate physical and mental wellness and result in meaningful paths to safe and stable housing. The ERF Program is administered by the California Interagency Council on Homelessness (Cal ICH).

On October 3, 2023, by Minute Order 3.18, Riverside County Board of Supervisors approved Standard Agreement 23-ERF-3-L-00003 between Cal ICH and County of Riverside Department of Housing and Workforce Solutions (HWS), accepting funds in the amount of \$12,065,912.49 and authorizing HWS to execute ERF Program Subrecipient agreements for eligible ERF Projects.

Riverside County Regional Park and Open-Space District (RivCoParks), now desires to enter into a Memorandum of Understanding (MOU) with HWS to perform services as part of the Integrated Homeless Encampment Response Team to deliver services in the San Jacinto River Bottom (SJR) to include the following:

- Engage the San Jacinto River Bottom unsheltered population on a daily basis. Staff will survey the river, input encampment data into Field Maps, bridge services to unsheltered individuals, and safely escort outreach teams by identifying hazardous environments and poisonous vegetation.
- Respond to emergencies such as floods and fires impacting the area, conduct hazardous weather announcements prior to events, and assist with search and rescue activities to help relocate individuals to emergency housing or safe zones.

HWS has agreed to provide RivCoParks with \$525,000 via this agreement, as an ERF Program Subrecipient.

County Counsel has approved the Agreement as to form.

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA

Impact on Residents and Businesses

Residents and businesses will benefit as the funds will be used to address critical gaps in services and housing for homeless seniors, families, and individuals in Riverside County, including the San Jacinto River Area.

Additional Fiscal Information

ERF program funds must be expended by June 30, 2026.

ATTACHMENTS:

Memorandum of Understanding


Douglas Cordonez Jr. 6/19/2024


Aaron Gettis, Chief of Deputy County Counsel 6/12/2024

Riverside County Housing and Workforce Solutions
Continuum of Care (CoC) Division
3403 Tenth Street, Suite 300
Riverside, CA 92501

MEMORANDUM OF UNDERSTANDING: HWSCoC-MOU-000014

AGENCIES: Riverside County Housing and Workforce Solutions
Riverside County Regional Park and Open-Space
District

MOU EFFECTIVE PERIOD: January 1, 2024 – June 30, 2026

MAXIMUM REIMBURSABLE AMOUNT: \$525,000.00

This Memorandum of Understanding, HWSCoC-MOU-000014 (herein referred to as "MOU") is made and entered into by and between Riverside County Housing and Workforce Solutions (herein referred to as "HWS" or "County") and Riverside County Regional Park and Open-Space District (herein referred to as "RivCoParks" or "Subrecipient").

WHEREAS, The State of California has established the Encampment Resolution Funding Program ("ERF" or "Program") pursuant to Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code. Amended by SB 197 (Statutes of 2022, Chapter 70, Sec.3-8, effective June 30, 2022). The Program is administered by the California Interagency Council on Homelessness ("Cal ICH") in the Business, Consumer Services and Housing Agency ("Agency").

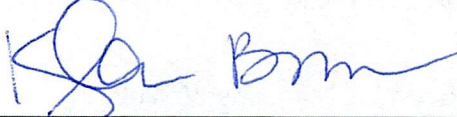
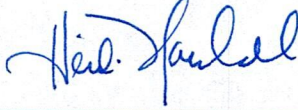
WHEREAS, Riverside County Board of Supervisors on October 3, 2023 (Minute Order 3.18) approved Standard Agreement 23-ERF-3-L-00003, accepted funds in the amount of \$12,065,912.49 and authorized HWS to execute ERF Program Subrecipient Agreements and MOUs for eligible ERF Projects.

WHEREAS, HWS has been designated by the COUNTY as the Administrative Entity to provide coordination and administration of the COUNTY's Continuum of Care Program.

WHEREAS, HWS desires to contract with RivCoParks for eligible uses of Cal ICH funds that are consistent with Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 197 (Statutes of 2022, Chapter 70, Sec.3-8, effective June 30, 2022) include, but are not limited to, one or more of the following: (1) Assist local jurisdictions in ensuring the safety and wellness of people experiencing homelessness in encampments (2) Direct Services and Housing Options as well as activities to address immediate crisis needs and paths towards safe and stable housing for people living in encampments including, but not limited to, street outreach and engagement, housing and /or systems navigation, interim housing, and permanent housing. (3) Capacity Building as well as activities to enhance the systems carrying out the demonstration project including, but not limited to, service coordination efforts, establishing and strengthening cross-system partnerships, and workforce development including specialized training and contracting with providers of culturally specific interventions; (4) Sustainable Outcomes and activities and interventions to ensure sustained outcomes for the people served.

ATTEST
KIMBERLY A. FLETCHER, CLERK
COUNTY CLERK
RIVERSIDE COUNTY
JUN 25 2024

NOW THEREFORE, HWS and RivCoParks do hereby covenant and agree that HWS shall provide said funds and RivCoParks shall provide said services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of HWS and RivCoParks.

<p>Authorized Signature for Riverside County Regional Park and Open-Space District</p> 	<p>Authorized Signature for Riverside County Housing and Workforce Solutions:</p> 
<p>Printed Name of Person Signing: Kyla Brown</p>	<p>Printed Name of Person Signing: Heidi Marshall</p>
<p>Title: General Manager/Parks Director</p>	<p>Title: Director of Housing and Workforce Solutions</p>
<p>Address: 4600 Crestmore Road Jurupa Valley, CA 92509</p>	<p>Address: 3403 Tenth Street, Suite 300 Riverside, CA 92501</p>
<p>Date Signed: 6/12/24</p>	<p>Date Signed: 6/21/24</p>

APPROVED AS TO FORM:
MINH C. TRAN
County Counsel

By: 
Kristine Bell-Valdez
Deputy County Counsel

Date: 6/12/24

APPROVED AS TO FORM:
MINH C. TRAN
County Counsel

By: 
Paula S. Salcido
Deputy County Counsel

Date: 6-12-2024



KEVIN JEFFRIES

CHAIR, BOARD OF SUPERVISORS

ATTEST:
KIMBERLY A. RECTOR, Clerk

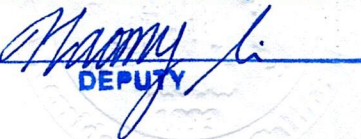
By: 
DEPUTY

TABLE OF CONTENTS

1.	DEFINITIONS	4
2.	DESCRIPTION OF SERVICES	5
3.	PERIOD OF PERFORMANCE	5
4.	COMPENSATION	5
5.	SUPPLANTATION	6
6.	DISALLOWANCE	6
7.	CONFIDENTIALITY	6
8.	ASSIGNMENT	7
9.	COMPLIANCE WITH APPLICABLE LAWS	7
10.	AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS	7
11.	NOTICES	7
12.	AVAILABILITY OF FUNDING	ERROR! BOOKMARK NOT DEFINED.
13.	DISPUTES	7
14.	MODIFICATION OF TERMS	8
15.	TERMINATION	8
16.	SIGNED IN COUNTERPARTS	8
17.	ELECTRONIC SIGNATURES	8
18.	ENTIRE MOU	8

List of Schedules

- Schedule A – Payment Provisions
- Schedule B – Scope of Services

List of Attachments

- Attachment I – Assurance of Compliance
- Attachment II – Subrecipient Payment Request Form 2076A
- Attachment III – Supporting Documentation
- Attachment IV – ERF-3-L Time and Activity Report
- Attachment V – Monthly Performance Report
- Attachment VI – Standard Agreement No. 23-ERF-3-L-00003

TERMS AND CONDITIONS

1. DEFINITIONS

- A. "Administrative Entity" means a unit of general purpose local government (city, county or a city that is also a county) or nonprofit organization that has previously administered federal Department of Housing and Urban Development Continuum of Care funds as the collaborative applicant pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations that has been designated by its Continuum of Care to administer ERF-3-L Program funds.
- B. "Budget Amendment" means any change affecting the overall total grant amount awarded that may or may not affect the scope of work.
- C. "Budget Modification" means any change on the dollar amounts of budget line items without any change on the overall total grant amount awarded of this agreement.
- D. "Cal ICH means the California Interagency Council on Homelessness in the Business, Consumer Services and Housing Agency.
- E. "CES" means the Riverside County Coordinated Entry System that serves to prioritize Homeless individuals according to longest length of homelessness and greatest service needs.
- F. "CES Lead Agency" or "HomeConnect" means the County of Riverside's Coordinated Entry System Lead Agency responsible for facilitating the coordination and management of resources and services through Riverside County's crisis response system.
- G. "COUNTY" or "HWS" means the County of Riverside and its Housing and Workforce Solutions Department, which has administrative responsibility for this Agreement. HWS and COUNTY are used interchangeably in this Agreement.
- H. "ERF-3-L" or "Program" means Round 3 of the Encampment Resolution Funding Program. ERF and Program are used interchangeably in this Agreement.
- I. "Expend" or "Expended" means all ERF-3-L funds Obligated under this Agreement or Subcontract have been fully paid and receipted, and no invoices remain outstanding.
- J. "HMIS" means the Riverside County Homeless Management Information System.
- K. "Obligate" or "Obligated" means that the SUBRECIPIENT has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the ERF-3-L funds allocated to SUBRECIPIENT pursuant to this Agreement.
- L. "Participant(s)" refers to individual(s) who receive services funded by this Agreement.
- M. "RFP" means a Riverside County Request for Proposal.

- N. "Subcontract" means to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered by the SUBRECIPIENT with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- O. "SUBRECIPIENT" means RivCoParks, including its employees, agents, representatives, subcontractors, and suppliers. SUBRECIPIENT and RivCoParks are used interchangeably in this Agreement.
- P. "Target Population" means any person who is Homeless as defined in this Agreement.

2. DESCRIPTION OF SERVICES

- A. RivCoParks shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services.
- B. RivCoParks represents that it has the skills, experience, and knowledge necessary to perform under this MOU and the COUNTY relies upon this representation. RivCoParks shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.
- C. RivCoParks affirms that it is fully apprised of all the work to be performed under this MOU and RivCoParks agrees it can properly perform this work at the prices stated in Schedule A. RivCoParks is not to perform services or provide products outside of this MOU.
- D. Acceptance by HWS of the RivCoParks performance under this MOU does not operate as a release of RivCoParks responsibility for full compliance with the terms of this MOU.

3. PERIOD OF PERFORMANCE

This MOU shall be effective January 1, 2024 ("Effective Date") and continues in effect through June 30, 2026 unless terminated earlier. RivCoParks shall commence performance upon the Effective Date and shall diligently and continuously perform thereafter until the end of the period of performance. HWS and RivCoParks agree that all services provided to the Target Population are estimated to be, and shall be, fully performed by June 30, 2026.

4. COMPENSATION

HWS shall pay RivCoParks for services performed, products provided, and expenses incurred in accordance with the terms of Schedule A, Payment Provisions. COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified number of services or products. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of SUBRECIPIENT's expenses related to this MOU. One hundred percent (100%) of BCSH funds allocated to SUBRECIPIENT, pursuant to this MOU, shall be Expended by June 30, 2026 (Expenditure Deadline"). Any BCSH funds paid to RivCoParks, but not Expended pursuant to this MOU by June 30, 2026, shall be returned to COUNTY within five (5) business days. In the event this MOU is terminated prior to June 30, 2026, any

funds paid to RivCoParks, but not Expended prior to the date of termination, shall be returned to COUNTY within five (5) business days of the notice of termination to be returned to BCSH and revert to the General Fund.

5. **SUPLANTATION**

RivCoParks shall not supplant any federal, state, or county funds intended for the purpose of this MOU with any funds made available under any other MOU, shall not claim reimbursement from HWS for, or apply any sums received from HWS, with respect to the portion of its obligations, which have been paid by another source of revenue, and agrees that it will not use funds received pursuant to this MOU, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of HWS.

6. **DISALLOWANCE**

In the event RivCoParks receives payment for services under this MOU which is later disallowed for nonconformance with the terms and conditions herein by HWS, it shall promptly refund the disallowed amount to HWS on request, or at its option, HWS may offset the amount disallowed from any payment due to RivCoParks under any MOU with HWS.

7. **CONFIDENTIALITY**

RivCoParks shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.

Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this MOU shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning all persons referred to the RivCoParks shall be considered and kept confidential by the RivCoParks, its staff, agents, employees, and volunteers. RivCoParks shall require all its employees, agents, subcontractors, and volunteer staff who may provide services under this MOU with the MOU or before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the RivCoParks by HWS.

The confidentiality of juvenile records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552, and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information and has the responsibility to protect the interests of minors and their families in the confidentiality of any records and information concerning minors involved in the justice system and to provide a reasonable method for release of these records and information in appropriate circumstances.

RivCoParks shall ensure that no staff person conducting services under this agreement will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this MOU

and agrees to inform all persons directly or indirectly involved in administration of services provided under this MOU of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

8. **ASSIGNMENT**

Neither party shall assign any interest in this MOU, nor transfer any interest in the same, whether by assignment or novation, without the prior written consent of the other party. Any attempt to assign or delegate any interest herein without written consent of the other party shall be deemed void and of no force or effect.

9. **COMPLIANCE WITH APPLICABLE LAWS**

RivCoParks and HWS shall comply with all applicable federal, state and local laws and regulations. In the event there is a conflict between the various laws or regulations that may apply, RivCoParks and HWS shall comply with the more restrictive law or regulation.

10. **AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS**

The obligation of COUNTY for payment of this MOU is contingent upon and limited by the availability of funding from which payment can be made. This MOU is valid and enforceable only if sufficient funds are made available to COUNTY by BCSH. There shall be no legal liability for payment on the part of COUNTY unless funds are made available for such payment by BCSH. In the event such funds are not forthcoming for any reason, COUNTY shall immediately notify RivCoParks in writing and this MOU shall be deemed terminated having no further force or effect. In the event funding is reduced, COUNTY shall immediately notify RivCoParks in writing and it is mutually agreed that COUNTY has the option to immediately terminate this MOU or to amend this MOU to reflect the reduction of funds. COUNTY shall make all payments to RivCoParks that were properly earned prior to the unavailability or reduction of funding.

11. **NOTICES**

All notices, Invoices, financial documents, claims, correspondence, or statements authorized or required by this MOU shall be deemed effective three (3) business days after they are made in writing and deposited in the United States mail addressed as follows:

HWS: Department of Housing and Workforce Solutions
3403 10th Street Suite 300
Riverside, CA 92501

RivCoParks: Riverside County Regional Park and Open-Space District
4600 Crestmore Road
Jurupa Valley, CA 92509

12. **DISPUTES**

A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this MOU which is not resolved by the parties shall be decided by COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so

grossly erroneous as necessarily to imply bad faith. RivCoParks shall proceed diligently with the performance of this MOU pending resolution of a dispute.

- B. Prior to the filing of any legal action related to this MOU, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third-party mediator. A second mediation session shall be required if the first session is not successful. The Parties shall share the cost of the mediations.

13. **MODIFICATION OF TERMS**

This MOU may be modified only by a written amendment signed by authorized representatives of both Parties.

14. **TERMINATION**

This MOU may be terminated without cause by either party by giving thirty (30) days prior written notification to the other party.

15. **SIGNED IN COUNTERPARTS**

This MOU may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single MOU.

16. **ELECTRONIC SIGNATURES**

Each party of this MOU agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this MOU. The parties further agree that the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

17. **ENTIRE MOU**

This MOU constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; all prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

A.1 MAXIMUM REIMBURSABLE AMOUNT

SUBRECIPIENT shall be reimbursed by COUNTY, for an amount not to exceed \$525,000.00 said funds shall be spent according to the Budget shown below.

Encampment Resolution Funding 3		
BUDGET CATEGORY	DESCRIPTION OF SERVICES	COST
Staff	Salaries/benefit costs for employees providing services to clients	\$290,750.00
Operations/Supportive Services	Costs of operating facilities and providing supportive services to clients, including but not limited to, vehicle(s), PPE, equipment, etc.	\$215,000.00
Management and Administration Costs (Limited to 5% of total budget)	Administrative items including, but not limited to, administrative staffing costs	\$19,250
TOTAL		\$525,000.00

Funds may be shifted between line items with prior written approval by HWS and cannot exceed the maximum reimbursable amount.

A.2 METHOD, TIME, AND CONDITIONS OF PAYMENT

a. SUBRECIPIENT will be paid the actual amount of each approved monthly invoice. COUNTY may delay payment if the required supporting documentation, as set forth in Attachment III, attached hereto and incorporated herein by this reference, is not provided or other requirements are not met. SUBRECIPIENT shall also submit the following documents with each approved monthly invoice:

- 1) Subrecipient Payment Request Form (Attachment II)
- 2) Subrecipient ERF-3-L Time/Activity Report (Attachment IV)
- 3) Monthly Performance Report (Attachment V)

b. All completed claims must be submitted monthly no later than thirty (30) days after the end of each month in which the services were provided. RivCoParks will provide copies of monthly time sheets, payroll registers and a summary of salary and benefits showing pay period and paid amounts. Each payment claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

A.3 INELIGIBLE COSTS

ERF funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses as identified in Health and Safety Code section 50250.

The COUNTY reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made

available by this MOU. COUNTY has the authority to withhold funds under this MOU pending a final determination by COUNTY of questioned expenditures or indebtedness. If the SUBRECIPIENT or its funded subcontractors use BCSH funds to pay for ineligible activities, the SUBRECIPIENT shall be required to reimburse these funds to the COUNTY. Upon final determination by COUNTY of disallowed expenditures or indebtedness, COUNTY may deduct and retain the amount of the disallowed or indebtedness from the amount of the withheld funds.

1. An expenditure which is not authorized under this MOU, or which cannot be adequately documented, shall be disallowed, and must be reimbursed to the COUNTY.
2. Expenditures for activities not described above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50219 and such activities are approved in writing by COUNTY and BCSH prior to the expenditure of funds for those activities.
3. BCSH, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of ERF-3-L funds.

A.4 ADMINISTRATIVE COSTS

Under this agreement, the SUBRECIPIENT may use no more than five percent (5%) of the awarded amount for administrative costs. COUNTY and/or BCSH shall make the final determination regarding the classification of expenditures as administrative costs or direct activity costs.

A.5 EXPENDITURE OF FUNDS

SUBRECIPIENT shall Expend one hundred percent (100%) of all funds under this agreement by the Expenditure Deadline. Unless approved by HWS in writing, all final requests for reimbursement of authorized ERF expenditures under this Grant must be submitted to HWS no later than 60 calendar days after the Expenditure Deadline.

A.6 ADVANCES

COUNTY may issue a one-time advance payment to SUBRECIPIENT in an amount not to exceed twenty-five percent (25%) of the maximum reimbursable amount upon written request by the SUBRECIPIENT. Such written request must be submitted on SUBRECIPIENT letterhead and SUBRECIPIENT shall also complete the Subrecipient Payment Request Form 2076A (Attachment II). If an advance is issued, the advance will be recouped from the full amount of each monthly claim that is submitted. No additional payments will be made until the advance is completely recouped. *HWS reserves the right, in its sole discretion, to approve or deny an advance request based on funding availability.*

SUBRECIPIENT shall place the advance in an interest-bearing account. All proceeds from the interest-bearing account established by the SUBRECIPIENT for the deposit of ERF funds, along with any interest-bearing accounts opened by the subcontractors to the SUBRECIPIENT for the deposit of BCSH funds, must be used for ERF-eligible activities. Under this agreement, no more than five percent (5%) of the awarded amount may be used for administrative costs. Consistent with Health and Safety Code section 50250, at least eight percent (8%) of these proceeds must be allocated and returned to COUNTY to establish or expand services for persons living in an Encampment.

A.7 BUDGET MODIFICATION, BUDGET AMENDMENT, AND OTHER AMENDMENT
SUBRECIPIENT is expected to implement the agreed services and activities and meet all performance and financial outcomes as planned and agreed in this agreement. SUBRECIPIENT shall make no changes to the budget without first obtaining written approval from the HWS. Any budget amendments must be requested by the SUBRECIPIENT in writing. In the event it is deemed necessary to conduct budget modification, budget amendment and/or any other amendment of this agreement, they are permissible with HWS written approval and best formally requested in writing at least six (6) months prior to the end of the Period of Performance.

1. Budget Modification, Budget Amendment and/or any other Amendment of MOU for Convenience may be conducted based on mutual agreement between the COUNTY and SUBRECIPIENT and written approval from HWS with no negative effect for both parties under the authority of HWS.
2. Budget Modification, Budget Amendment and/or any other Amendment of MOU for Cause may be conducted based on mutual agreement between the COUNTY and SUBRECIPIENT and written approval from HWS. Any Cause due to SUBRECIPIENT's inability to implement the agreed services and/or activities to meet all performance and financial outcomes as planned and agreed in this agreement will become Finding(s) in the monitoring/auditing process and lead to any related effects such as project scoring, evaluation, consideration for future funding opportunities. Findings will be defined as a deficiency in project performance if not corrected within a reasonable period of time.

A.8 WITHHELD PAYMENTS
Payments to SUBRECIPIENT may be withheld by COUNTY if SUBRECIPIENT fails to comply with the provisions of this MOU.

A.9 REPROGRAMMING OF ERF-3-L FUNDS
Cal ICH allows for the COUNTY as the Administrative Entity for the CoC to reprogram funds under the ERF Program from one eligible activity and/or jurisdiction to another after the application is approved and funds are disbursed. The COUNTY with the advisement of the CoC Board of Governance and with the approval of Cal ICH reserves the right to reprogram funds as needed after awards are announced to ensure funding spending goals and ERF Program compliance under Health and Safety Code Section 50250 et seq.

During the contract term, COUNTY will review Subrecipient's spending to determine the projected amount to be spent/unsent by the June 30, 2026. If the spending trend falls below the projected spending, County may elect to recoup projected unused funds and reprogram such funds to provide funding in areas with higher need.

A.10 FISCAL ACCOUNTABILITY

- a. SUBRECIPIENT agrees to manage funds received through COUNTY in accordance with sound accounting policies and incur and claim only eligible costs for reimbursement.
- b. SUBRECIPIENT must establish and maintain on a current basis an accrual accounting system in accordance with generally accepted accounting principles and standards. Further, SUBRECIPIENT must develop an accounting procedure manual. Said

manual shall be made available to COUNTY upon request or during fiscal monitoring visits.

A.11 SPENDING MILESTONES

% Spent	Milestone Date
25%	August 31, 2024
50%	April 30, 2025
75%	December 31, 2025
100%	June 30, 2026

B.1 SCOPE OF SERVICES

**A. Project Detail
Encampment Resolution**

Project Component Type:	Service
Funding Costs for:	Encampment Resolution
Population Focus:	Individuals and Families who reside in the San Jacinto River bottom and surrounding areas of the City San Jacinto, Hemet, and unincorporated areas located at the north end of the San Jacinto Valley, with Hemet to its south and Beaumont, California, to its north.

SUBRECIPIENT agrees that it is aware of, and shall comply with, all applicable conditions of Standard Agreement No. 23-ERF-3-L (Attachment VI) between BCSH and COUNTY, and applicable State of California requirements governing the use of Encampment Resolution funds and shall cooperate with COUNTY in fulfilling its obligations thereunder. In addition, SUBRECIPIENT shall:

- A. SUBRECIPIENT shall also provide Participant linkages to other sources of support. SUBRECIPIENT shall keep records and reports established to complete the Project in an effective and efficient manner. These records and reports must include racial and ethnic data on Participants for program monitoring and evaluation.
- B. Engage the San Jacinto River Bottom homeless population on a daily basis. Staff will survey the river, input encampment data into Field Maps, and safely escort outreach teams by identifying hazardous environments and poisonous vegetation.
- C. Respond to emergencies such as floods and fire impacting the area by posting notices and assisting with search and rescue activities to help relocate individuals to emergency housing or safe zones.
- D. SUBRECIPIENT shall be responsible for meeting the requirements included in the Housing Workforce Solutions Standard Agreement No. 23-ERF-L-00003 between BCHS and COUNTY (Attachment VI). SUBRECIPIENT shall use the most current version of Attachment VI. Any subsequent changes to Attachment VI issued by HWS shall automatically be incorporated and serve as Attachment VI to this Agreement. In the event any provisions of the attachments conflict with each other or this Agreement, the order of precedence shall be as follows: (1) Housing Workforce Solutions Grant Agreement between Cal ICH and COUNTY, and (2) this Agreement.
- E. Agree to participate in the HMIS.
 - 1. HMIS security policies and procedures and, entering required Participant data on a regular and timely basis.
 - 2. COUNTY retains the rights to the HMIS, and case management software application used in the operations of this property. COUNTY will grant SUBRECIPIENT access to use the HMIS software for the term of this Agreement.

3. SUBRECIPIENT shall ensure that employees using HMIS for Participant intake capture all required data fields, as set forth in the County of Riverside CoC HMIS Policies and Procedures Manual, which is located on the County of Riverside CoC website:
<https://rivcohhpws.org/sites/g/files/aldnop131/files/cocdocumnets/HMIS/county-of-riverside-coc-hmis-charter-rev-12-7-17-final.pdf?ver=2020-08-05-113900-583>
4. SUBRECIPIENT must maintain a valid HMIS End User Agreement on file with the COUNTY, which is located on the County of Riverside CoC website: [County of Riverside CoC HMIS Participating Agency Agreement Revised 9-10-2020 \(1\).pdf \(rivcohhpws.org\)](#).

B.2 REPORTING REQUIREMENTS

- A. SUBRECIPIENT shall follow all HMIS requirements to ensure that complete and accurate data are in HMIS on an ongoing basis unless exempted for special population such as victims of domestic violence and, upon request from HWS CoC staff, submit information on time to HWS CoC to ensure that HWS CoC staff has complete and accurate information to conduct any kind of reporting including annual reports to BCSH.
- B. Information needed for reporting purposes include but are not limited to the following: Subrecipient is required to have such information on HMIS and as needed, establish internal mechanism(s) to ensure that information listed below is tracked on an ongoing basis and available at all times during the contract term and record retention period.

- B.3 RivCoParks shall submit reports, as requested by COUNTY in order for COUNTY to comply with its reporting requirements set forth in the Standard Agreement.

B.4 PROJECT DESCRIPTION

- a. Outreach and Coordination
Subrecipient will designate a Parks and Open-Space lead who will serve on the Integrated Homeless Encampment Response Team to deliver services in the San Jacinto River Bottom (SJR) and carry out the following duties:
 1. Coordinate with other team members from the Integrated Homeless Response Team for planning, implementation, and execution of response to SJRB.
 2. Assist with developing a timeline and schedule areas for engagement (e.g., outreach and coordination, abatement, and other responses resulting in permanent housing).
 3. Assists with canvassing service area to determine legal jurisdiction of each participating entity.
 4. Engages regularly with individuals residing in area to facilitate appropriate social service linkages such as housing, workforce, behavioral, mental and/or substance use services.

5. Responds to emergencies such as flood and fires impacting the area and residents who live there by posting notice and assisting with search and rescue activities to help relocate individuals to emergency housing or safe zones.
6. Assess designated service areas to determine resident occupancy levels, household composition including animals, housing-type (e.g., tents, underground structures, makeshift, and vehicles), and potential safety risk and/or hazards.
7. Participates in all county homeless response meetings such as the CES Community Partnership Meeting and activities concerning the San Jacinto River Bottom.
8. Develops and delivers educational materials on fire management and suppression to residents and community stakeholders supporting encampment response.
9. Receives encampment information and coordinate responses with lead agencies and partnering jurisdictions and will deploy planning and coordination calls for the site reported.
10. Prepares reports to partnering Integrated Homeless Encampment Response Team members and assists with monitoring progress (e.g., linkage to permanent housing and services).

B.5 PERFORMANCE MEASUREMENTS OUTCOME STATEMENT

1. Outcomes (Data Analysis)

RivCoParks shall collect and report anticipated performance measures for meeting the following benchmarks with the new beds (in addition to those met with the existing beds):

**Total numbers reflect the collaboration between Parks & Open-Space, Housing Authority, RUHS-BH and Workforce Development.*

# of households served:	123
# of people served	123
# of households to achieve housing stability: (Note: Report should include breakdown of # of persons connected to each type of housing and services)	73
# of persons to achieve housing stability: (Note: Report should include breakdown of # of persons connected to each type of housing and services)	73
Percentage of persons exiting back into Homelessness:	No more than 40%
Percentage of eligible and willing persons served to retain or obtain mainstream benefits:	60%

Percentage of eligible and willing persons to maintain or increase income or employment income:	60%
---	-----

**ASSURANCE OF COMPLIANCE WITH THE RIVERSIDE COUNTY
HOUSING AND WORKFORCE SOLUTIONS DEPARTMENT
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

Riverside County Regional Park and Open-Space District
ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code Regulations, Title 2, section 7285 et seq.; the Fair Employment and Housing Commission regulations implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age (over 40), sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, pregnancy, disability (mental or physical including HIV and AIDS), medical condition (cancer/genetic characteristics), national origin (including language use restrictions), marital status, military and veteran status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this Agreement.

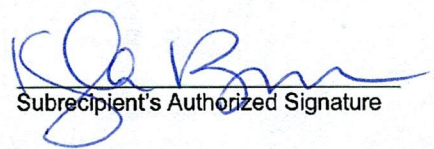
THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/ procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

6/12/24
Date
4600 Crestmore Road
Jurupa Valley, CA 92509

Address of Vendor/Recipient
(08/13/01)


Subrecipient's Authorized Signature

CR50-Vendor Assurance of Compliance

ATTACHMENT II
Subrecipient Payment Request Form 2076A

COUNTY OF RIVERSIDE
HOUSING AND WORKFORCE SOLUTIONS - CONTINUUM OF CARE

CONTRACTOR PAYMENT REQUEST

To: County of Riverside
Continuum of Care
3403 Tenth St, Suite 310
Riverside, CA 92501

From: _____
 Remit to Name _____
 Remit to Address _____
 City _____ State _____ Zip Code _____

 Contract Number _____

Total amount requested: \$ _____ for the period of _____

Select Payment Type(s) Below

- Advance Payment \$ _____ Actual Payment \$ _____
 (# allowed by Contract/Grant) (reimbursement of actual program costs)

Expense Category <small>List each line item as outlined in Contract budget</small>	Current Expenditures

\$0.00

Any questions regarding this request should be directed to: _____ Name _____ Phone Number _____

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct
 _____ Authorized Signature _____ Title _____ Date _____

FOR COUNTY USE ONLY DO NOT WRITE BELOW THIS LINE

_____ Purchase Order # (10) _____ Invoice # _____

 Amount Authorized
 If amount authorized is different from amount request, please see attached claim recap for adjustments.

 Program _____ Date _____
 Fiscal _____ Date _____

HOUSING AND WORKFORCE SOLUTIONS FORMS INSTRUCTIONS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include 2076A, invoices payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of the Subrecipient Payment Request Form (2076A). [see method, time, and schedule/condition of payments).
(Please type or print information on all Forms.)

**2076A
SUBRECIPIENT PAYMENT REQUEST**

"Remit to Name"
The legal name of your agency.

"Address"
The remit to address used when this contract was established for your agency. All address changes must be submitted for processing prior to use.

"SUBRECIPIENT Name"
Business name, if different than legal name (if not leave blank).

"Contract Number"
Can be found on the first page of your contract.

"Amount Requested"
Fill in the total amount and billing period you are requesting payment for.

"Payment Type"
Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."
Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

"Authorized Signature, Title, and Date (SUBRECIPIENT's)"
Self-explanatory (required). Original Signature needed for payment.

EVERYTHING BELOW THE THICK SOLID LINE IS FOR COUNTY USE ONLY AND SHOULD BE LEFT BLANK.

GENERAL GUIDELINES
❖ Claims must be submitted in an organized format.
❖ All required summary worksheets and backup documentation must be included, must match the amounts requested, and must be clear and legible.
❖ Do not include irrelevant documentation that is not from costs being claimed. For example, large phone bills should include only the relevant pages to document costs being claimed.
❖ Any claims difficult to review due to organization or backup documentation issues will be rejected.
❖ All claims must be in accordance with the terms and conditions of your
FISCAL YEAR-END (JUNE 30)
❖ The County's fiscal-year end is June 30 of each calendar year. The County's ACO (Auditor-Controller's Office) has an early cutoff to process invoices at year-end. To be processed and paid in the month of June, all claims must be received by June 6 . *If June 6 falls on a weekend, the deadline is the prior Friday (June 4 or 5).
❖ Claims received after June 6 will still be paid. However, payment will be delayed until after June 30th .
❖ Claims at year-end must still follow the same general guidelines. *Estimates are not allowed unless specifically authorized by our fiscal team.
PERSONALLY IDENTIFIABLE INFORMATION (PII)
❖ All PII of program participants must be redacted, including:
❖ Name, Address, Date of birth, Social Security Number, Driver's License
❖ Instead of the client's name, use their HMIS Client ID as their identifier on spreadsheets and documentation sent with claims.
FORMS / SUMMARY WORKSHEETS – Required with each claim. Spreadsheets must be provided in Excel format.
❖ SIGNED/DATED Payment Request Form (<u>current version</u> of Form 3106 or Form 2076A, depending on the grant)
❖ Staffing Detail Worksheet
❖ Rental Assistance Summary Worksheet, if applicable
❖ Summary Worksheet for other expenses
LEASING / RENTAL ASSISTANCE – Required at time of client move-in and with any changes or (if applicable) annual recertification.
❖ Lease agreement
❖ Rent reasonableness, if required by the grant
❖ Rent calculation, if required by the grant
LEASING / RENTAL ASSISTANCE – Required with each claim.

***would suffice for proof of payment for claim submission.**

LEASING / RENTAL ASSISTANCE – Required with each claim.
❖ Invoice or documentation of rent amount and service month(s)
❖ Proof of payment
STAFF / PAYROLL – Required with each claim.
❖ <u>Time and Activity Report</u>
❖ Submit a separate time and activity report for each pay period with only the days from that pay period (not the entire month unless the employee is paid monthly).
❖ Must be signed (electronically or hand-signed) by the employee and the employee's supervisor.
❖ Employee paystub with proof of payment and/or payroll register from a third-party payroll company
❖ All documentation must match with employee timesheet/timecard. *timesheet/timecard is not a substitute for the time and activity report
STAFF – INSURANCE (Workers Comp, Health/Dental, etc.) – Required if reimbursement or match is being requested for insurance.
❖ Copy of the policy with rate by employee – Required with first claim and with any changes.
❖ Invoice and proof of payment**
OTHER EXPENSES
❖ Invoice/receipt including date and explanation of expense explanation of charges.
❖ Proof of payment**
❖ Motel/hotel payments – Invoice/receipt from the motel/hotel for the specific dates of service.
❖ Vehicle/mileage costs (including insurance) – Documentation must be provided that connects the vehicle or driver to the specific grant/contract.
PROOF OF PAYMENT – CHECK PAYMENTS
❖ Copy of the front of the check
❖ Proof of payment of the credit card statement (cancelled check or check stub) **
❖ Copy of the cancelled back of the check and/or the bank statement
PROOF OF PAYMENT – ACH PAYMENTS
❖ Printout of payment confirmation from the bank and/or Bank statement with relevant charge(s) highlighted
PROOF OF PAYMENT - CREDIT CARD PAYMENTS
❖ Credit card statement with relevant charge(s) highlighted
❖ Proof of payment of the credit card statement, matching the above requirements for check or ACH payments

**ATTACHEMENT IV
ERF-3-L Time/Activity Report**

COUNTY OF RIVERSIDE CONTINUUM OF CARE - ERF-3 TIME & ACTIVITY REPORT

AGENCY NAME - EMPLOYEE NAME

DATES: (dates for pay period)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTAL		
SERVICE STAFF (ERF-3 Only)																																		0.00
ERF-3 Service Activities																																		0.00
ADMINISTRATIVE STAFF (ERF-3 Only)																																		0.00
ERF-3 Administrative Activities																																		0.00
NON-PROJECT (Time not worked on ERF-3)																																		0.00
Non-Project																																		0.00
FRINGE HOURS																																		0.00
Vacation																																		0.00
Sick																																		0.00
Holiday																																		0.00
Other Paid Time Off																																		0.00
TOTALS																																		0.00

Total Hours	0.00
Total Fringe Hours	0.00
Difference	0.00
Actual Hours - Technical Assistance	0.00
Actual Hours - Administration	0.00
Non-Project Hours	0.00

I certify that this is a true and accurate report of my time and the activities were performed as shown.

Employee Signature
Date

Supervisor Signature
Date



Monthly Performance Report
for the month of _____, 20____
(due on the 10th business day after the above stated month)

Organization Name: _____
 Project Name: _____
 Contact Person: _____ Position: _____
 Email: _____ Phone Number: _____
 Project Start Date: _____ Project End Date: _____
 Total Award Amount: _____

Part 1: Program Performance			
<i>(Please attach support documentation such as data/reports from HMIS or comparable database for DV projects)</i>			
Measures per Contract	Contract Total	Accumulated Actual	Actual % of Goal
# of Units / Households served	Minimum 60		%
# of Beds / Persons served	Minimum 80		%
% Persons achieved housing stability	Minimum 90%		%
% Persons exited back into homelessness	Maximum 10%		%
Mainstream benefit attainment	Minimum 80%		%
Increase in income/employment	Minimum 30%		%

Part 2: Fiscal Performance			
Budget Categories	Contract Total	Accumulated Actual	Actual % of Goal
Leasing	\$	\$	%
Rental Assistance	\$	\$	%
Supportive Services	\$	\$	%
Operating Costs	\$	\$	%
HMIS	\$	\$	%
Administrative Costs (Subrecipient)	\$	\$	%
Subrecipient Total	\$	\$	%

Part 3: Challenges:

•

Part 4: Request for Training / Technical Assistance

•

Part 5: Comments / Remarks

•

ATTACHMENT VI
Standard Agreement No. 23-ERF-3-L-00003

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES STANDARD AGREEMENT STD 213 (Rev. 04/2020)	AGREEMENT NUMBER 23-ERF-3-L-00003	PURCHASING AUTHORITY NUMBER (if Applicable) 010725
---	---	--

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

CONTRACTING AGENCY NAME
Business, Consumer Services and Housing Agency

CONTRACTOR NAME
Riverside County

2. The term of this Agreement is:

START DATE
11/2/2023

THROUGH END DATE
3/31/2027

3. The maximum amount of this Agreement is:
\$12,065,912.49 (Twelve Million Sixty Five Thousand Nine Hundred Twelve Dollars and Forty Nine Cents)

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	6
Exhibit B	Budget Detail and Disbursement Provisions	4
Exhibit C	State of California General Terms and Conditions	1
Exhibit D	General Terms and Conditions	10
Exhibit E	Special Terms and Conditions	2

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.pps.ca.gov/LS/Procurement>

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.)
Riverside County

CONTRACTOR BUSINESS ADDRESS 3403 Tenth Street	CITY Riverside	STATE CA	ZIP 92501
PRINTED NAME OF PERSON SIGNING Heidi Marshall, Director-HWS	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE <i>Heidi Marshall</i>	DATE SIGNED 10/2/2023		

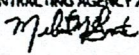
FORM APPROVED COUNTY COUNSEL
BY: *PAULA S. SALCIDO* DATE: **9/25/23**

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23-ERF-3-L-00003	PURCHASING AUTHORITY NUMBER (If Applicable) 010725
---	--

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Business, Consumer Services and Housing Agency		
CONTRACTING AGENCY ADDRESS 500 Capitol Mall, Suite 1850	CITY Sacramento	STATE CA
PRINTED NAME OF PERSON SIGNING Ted Egawa	TITLE Acting Secretary	ZIP 95814
CONTRACTING AGENCY AUTHORIZED SIGNATURE 	DATE SIGNED Nov 2, 2023	
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)	






1435 Cal ICH Contract ERF 3 I Wave 3

Final Audit Report

2023-11-02

Created:	2023-10-31
By:	Patricia Ochoa (patricia.ochoa@bcsh.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGam4yGVG2rY0BrO_SvmQKp8mcjN9xQ1

"1435 Cal ICH Contract ERF 3 I Wave 3" History

-  Document created by Patricia Ochoa (patricia.ochoa@bcsh.ca.gov)
2023-10-31 - 7:38:36 PM GMT - IP address: 159.145.101.33
-  Document emailed to Melinda Grant (melinda.grant@bcsh.ca.gov) for signature
2023-10-31 - 7:39:09 PM GMT
-  Email viewed by Melinda Grant (melinda.grant@bcsh.ca.gov)
2023-10-31 - 7:39:38 PM GMT - IP address: 40.94.28.254
-  Document e-signed by Melinda Grant (melinda.grant@bcsh.ca.gov)
Signature Date: 2023-11-02 - 6:24:31 PM GMT - Time Source: server - IP address: 159.145.101.30
-  Agreement completed.
2023-11-02 - 6:24:31 PM GMT



Powered by
Adobe
Acrobat Sign

**Encampment Resolution Funding Program
Round 3, Lookback Disbursement (ERF-3-L)
Standard Agreement**

**EXHIBIT A
AUTHORITY, PURPOSE, AND SCOPE OF WORK**

1) Authority

The State of California has established the Encampment Resolution Funding Program ("ERF" or "Program") pursuant to Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code. Amended by SB 197 (Statutes of 2022, Chapter 70, Sec.3-8, effective June 30, 2022).

The Program is administered by the California Interagency Council on Homelessness ("Cal ICH") in the Business, Consumer Services and Housing Agency ("Agency"). ERF provides one-time, competitive grant funds to Continuums of Care and / or Local Jurisdictions as defined below. To date, there have been two previous rounds of the Encampment Resolution Funding Program. This Standard Agreement governs the Lookback Disbursement in Round 3 of the ERF Program ("ERF-3-L"). For this Standard Agreement, ERF-3-L is synonymous with "ERF" or "Program" and refers to programs and grantees under Health and Safety Code section 50252.1(b).

This Standard Agreement along with all its exhibits ("Agreement") is entered into by Cal ICH and a Continuum of Care or a Local Jurisdiction ("Grantee") under the authority of, and in furtherance of, the purpose of the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, the Notice of Funding Availability ("NOFA") under which the Grantee applied, the representations contained in the Grantee's application, Cal ICH guidance or directives, and the requirements appearing in the statutory authority for the Program cited above.

2) Purpose

As stated in the NOFA, the Program's objective is to fund actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments. Resolving these experiences of homelessness will necessarily address the safety and wellness of people within encampments, resolve critical encampment concerns, and transition individuals into interim shelter with clear pathways to permanent housing or directly into permanent housing, using data informed, non-punitive, low-barrier, person-centered, Housing First, and coordinated approaches. These projects must comply with the principles of Housing First as defined in Welfare and Institutions Code Section 8255. Proposals may bolster existing, successful models and/or support new approaches that provide safe

Initial Here dlj

stable, and ultimately permanent housing for people experiencing homelessness in encampments. Expenditures shall be consistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.

3) **Definitions**

The following Encampment Resolution Funding Program terms are defined in accordance with Health and Safety Code Section 50250, Subdivisions (a) – (l);

(a) "Additional funding round moneys" means moneys appropriated for the program in or after fiscal year 2022–23.

(b) "Agency" means the Business, Consumer Services, and Housing Agency.

(c) "Applicant" means a continuum of care or local jurisdiction

(d) "Continuum of Care" has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.

(e) "Council" means the California Interagency Council on Homelessness, previously known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

(f) "County" includes, but is not limited to, a city and county.

(g) "Funding round 1 moneys" means moneys appropriated for the program in fiscal year 2021–22.

(h) "Homeless" has the same meaning as in Section 578.3 of Title 24 of the Code of Federal Regulations.

(i) "Local Jurisdiction" means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.

(j) "Program" means the Encampment Resolution Funding program established pursuant to this chapter.

(k) "Recipient" means an applicant that receives grant funds from the council for the purposes of the program.

(l) "State right-of-way" means real property held in title by the State of California

Additional definitions for the purposes of ERF program:

"Grantee" is "a Continuum of Care or a Local Jurisdiction that receives grant funds from the Council for the purposes of the program. Grantee is synonymous with "Recipient."

initial Here

"Subrecipients" or "Subgrantees" are entities that receive subawards from "Recipients" or "Grantees" to carry out part of the Program.

"Expended" means all ERF funds obligated under contract or subcontract that have been fully paid and receipted, and no invoices remain outstanding.

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using ERF funding. Grantees must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Cal ICH" is synonymous with "Council".

4) Scope of Work

This Scope of Work identifies the terms and conditions necessary to accomplish the Program's intended objectives.

As detailed in Exhibit A.2, the Program's objective is to fund grantees to implement actionable, person-centered local proposals that resolve the experience of unsheltered homelessness for people residing in encampments.

Grantees will implement their ERF funded local proposals in compliance with the terms and conditions of this Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee's application, Cal ICH guidance and directives, and the requirements per the authorizing statute.

Expenditures shall be consistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. Permissible eligible uses and activities are detailed below in Exhibit B, Budget Details and Disbursement Provisions. Prior to fully executing this agreement, Grantees must standardize their budget using a Cal ICH provided budget template.

Grantees are expected to be close partners with Cal ICH. This means timely and accurate reporting, candid communication of successes and challenges, and availability of persons, information, or materials.

Quarterly reporting requirements are detailed below in Exhibit D.4, Reporting, Evaluation, and Audits.

Fiscal deadlines are detailed below in Exhibit A.6, Effective Date, Term of Agreement, and Deadlines.

Initial Here

Grantees shall complete a Final Work Product (As detailed below in Exhibit A.3.d) and participate in a program evaluation regarding their implementation of ERF awards. To support this effort, Cal ICH will make Technical Assistance available.

Cal ICH maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct Grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

5) Cal ICH Contract Coordinator

Cal ICH's Contract Coordinator for this Agreement is the Council's Grant Development Section Chief or the Grant Development Section Chief's designee. Unless otherwise instructed, any communication shall be conducted through email to the Cal ICH Contractor Coordinator or their designee. If documents require an original signature, the strongly preferred form is an e-Signature in accordance with the Uniform Electronic Transactions Act (UETA). If an Awardee is unwilling or unable to sign a document electronically, Agency shall accept wet or original signed documents. These documents containing wet signatures should be both mailed to Cal ICH and scanned and emailed as instructed. State law or policy may require the use of wet signatures for specific documents. The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business, Consumer Services and Housing Agency	Riverside County
SECTION/UNIT:	California Interagency Council on Homelessness (Cal ICH)	
ADDRESS:	801 Capital Mall, 6 th floor Sacramento, CA, 95814	3403 Tenth Street, Riverside, CA 92501
CONTRACT COORDINATOR	Jeannie McKendry	Tayna Torno
PHONE NUMBER:	(916) 510-9446	(921) 955-7728
EMAIL ADDRESS:	Jeannie.McKendry@bcsh.ca.gov and calichgrants@bcsh.ca.gov	Ttorno@Rivco.org

The Council reserves the right to change their Cal ICH Contractor Coordinator, designee, and / or contact information at any time with reasonable notice to the Grantee.

Initial Here llh

All requests to update the Grantee information listed within this Agreement shall be emailed to Cal ICH grant's general email box at calichgrants@rcsh.ca.gov.

Notice to either party may be given by email. Such notice shall be effective when received as indicated on email. Changes to Cal ICH Contractor Coordinator, designee, and / or contact information or grantee information can be made without a formal amendment, approved by DGS, if necessary.

6) Effective Date, Term of Agreement, and Deadlines

- a) This Agreement is effective upon execution by Cal ICH, which includes signature from the Grantee and Cal ICH. This is indicated by the Cal ICH provided signature and date on the second page of the accompanying STD. 213, Standard Agreement.
- b) Performance shall start no later than 30 days, or on the express date set by Cal ICH and the Grantees, after all approvals have been obtained and the Grant Agreement is fully executed. Should the Grantee fail to commence work at the agreed upon time, Cal ICH, upon five (5) days written notice to the grantee, reserves the right to terminate the Agreement.
- c) Grantees will continue to perform until the Agreement is terminated, including data reporting and participation in program evaluation activities, as needed.
- d) This Agreement will terminate on March 31, 2027.

Grantees shall submit a Final Work Product by September 30, 2026. The Final Work Product will include programmatic and fiscal data and a narrative on the outputs and outcomes of the program on a reporting template to be provided by Cal ICH.

Cal ICH will review submitted Final Work Products and collaborate with Grantees to cure any deficiencies by March 31, 2027.

Grantees are expected to continue performing until March 31, 2027. This means timely and accurate reporting, candid communication of success or shortcomings, and availability of persons, information, or materials.

e) Expenditure and Obligation Deadlines:

- i. Grantees shall expend no less than 50 percent and obligate 100 percent of Program funds by June 30, 2025.

Initial Here

- ii. Grantees that have not expended 50 percent of their Program funds by June 30, 2025, shall return the unspent portion to Cal ICH, in a form and manner determined by Cal ICH.
- iii. Grantees that have not obligated 100 percent of their Program funds by June 30, 2025, shall submit an alternative disbursement plan to Cal ICH for approval no later than July 30, 2025. This alternative disbursement plan should detail the explanation for the delay and plans for all future obligations and expenditures.
- iv. Grantees not meeting the requirements outlined in (i) may be subject to additional corrective action, as determined by Cal ICH.
- v. All Program funds (100 percent) shall be expended by June 30, 2026. Any funds not expended by this date shall revert to the fund of origin pursuant to HSC Section 50253(d)(5).

7) **Special Conditions**

Cal ICH maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct Grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

FORM APPROVED COUNTY COUNSEL
BY: PAULA S. SALCIDO DATE: 1/23/23

Initial Here JH

**Encampment Resolution Funding Program (ERF-3-L)
Standard Agreement**

**EXHIBIT B
BUDGET DETAIL and DISBURSEMENT PROVISIONS**

1) General Conditions Prior to Disbursement

All Grantees must submit the following completed forms prior to ERF being released:

- Request for Funds Form ("RFF")
- STD 213 Standard Agreement form and initialed Exhibits A through E
- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

2) Disbursement of Funds

ERF will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Cal ICH.

The RFF must include the total amount of Program funds proposed to be expended. The ERF will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

3) Budget Details and Expenditure of Funds

The Grantee shall expend Program funds on eligible uses and activities as detailed in the submitted standardized budget. Cal ICH reserves the right to direct specific line-item changes in the originally submitted Application budget or subsequently submitted standardized budgets.

a) Budget Changes

i) Process:

Budget modification requests should be made as part of the quarterly report process. These requests will be reviewed in the first week after quarterly reports are received. Cal ICH may consider budget change requests outside of this process, through email as needed due to documented, exigent circumstances. Grantees carry the burden to anticipate foreseeable budget change requests and should plan accordingly.

Cal ICH reserves the right to amend or adjust this process as necessary.

Initial Here HN

ii) Conditions requiring a budget modification request:

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by Cal ICH so long as the total expenditures (actual and projected) for each eligible use category remain the same as approved in the standardized budget.

Any decrease or increase to the total expenditures for any eligible use category must be approved by Cal ICH's Grant Development Section Chief or their designee, in writing, before the Grantee may expend Program funds according to an alternative standardized budget. The Grant Development Section Chief will respond to Grantees with approval or denial of request. Failure to obtain written approval from Cal ICH as required by this section may be considered a breach of this Agreement. A breach of this agreement may result in remedies listed below in Exhibit D.8, Breach and Remedies.

Regardless of an increase or decrease of an expenditure amount, any significant or material programmatic or fiscal change as considered by a reasonable project manager should be submitted to Cal ICH for approval.

b) Eligible Uses

Eligible uses and activities must be consistent with HSC Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, Cal ICH guidance or directives, the NOFA under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in Exhibit A.2, Purpose.

Eligible uses and activities include, but are not limited to, the following:

Rapid Rehousing: Rapid rehousing, including housing identification services, rental subsidies, security deposits, incentives to landlords, and holding fees for eligible persons, housing search assistance, case management and facilitate access to other community-based services.

Operating Subsidies: Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.

Street Outreach: Street outreach to assist eligible persons to access crisis services, interim housing options, and permanent housing and services. Services Coordination Services coordination, which may include access to workforce, education, and training programs, or other services needed to improve and

Initial Here H/n

promote housing stability for eligible persons, as well as direct case management services being provided to persons.

Systems Support: Systems support for activities that improve, strengthen, augment, complement, and/or are necessary to create regional partnerships and a homeless services and housing delivery system that resolves persons' experiences of unsheltered homelessness.

Delivery of Permanent Housing: Delivery of permanent housing and innovative housing solutions, such as unit conversions that are well suited for eligible persons.

Prevention and Shelter Diversion: Prevention and shelter diversion to permanent housing, including flexible forms of financial assistance, problem solving assistance, and other services to prevent people that have been placed into permanent housing from losing their housing and falling back into unsheltered homelessness. This category is only available to serve people who were formerly residing in the prioritized ERF encampment site.

Interim Sheltering: Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons.

Improvements to Existing Emergency Shelters: Improvements to existing emergency shelters to lower barriers, increase privacy, better address the needs of eligible persons, and improve outcomes and exits to permanent housing.

Administration: up to 5% of awarded Program funds may be applied to administrative costs.

NOTE: Program funds shall not be expended on Site Restoration or other Ineligible Costs as detailed immediately below.

4) Ineligible Costs

ERF shall not be used for costs associated with activities in violation, conflict, or inconsistent with HSC Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, Cal ICH guidance or directives, the NOFA under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Program as detailed in Exhibit A 2, Purpose.

Costs shall not be used for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.

Initial Here HM

Moreover, no parties to this contract nor their agents shall directly or indirectly use ERF awards for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. This prohibition includes using ERF funds in connection to or in support of activities that cause a traumatic effect on those experiencing homelessness.

Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of ERF expenditures.

Cal ICH reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use ERF funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Cal ICH at an amount and timeframe determined by Cal ICH.

An expenditure which is not authorized by this Agreement, or by written approval of Cal ICH, or which cannot be adequately documented, shall be disallowed, and must be reimbursed to Cal ICH by the Grantee at an amount and timeframe determined by Cal ICH.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, prevention, or encampment resolution.

Unless expressly approved by Cal ICH in writing reimbursements are not permitted for any Program expenditures prior to this Agreement's date of execution.

FORM APPROVED COUNTY COUNSEL
BY: PAULA S. SALCIDO 9.12.23
DATE

Initial Here PS

Encampment Resolution Funding Program (ERF-3-L)
Standard Agreement

EXHIBIT C
STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

<https://www.dqs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?fa=en&hash=3A64978F777D5B9D35309433EE81989FD69052D2>

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.

FOR APPROVED COUNTY COUNSEL
BY: [Signature]
PAULA S. SALCIDO DATE

Initial Here HS

**Encampment Resolution Funding Program (ERF-3-L)
Standard Agreement**

**EXHIBIT D
GENERAL TERMS AND CONDITIONS**

1) Termination and Sufficiency of Funds

a) Termination of Agreement

Cal ICH may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit D; violation of any federal or state laws; or withdrawal of Cal ICH's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Cal ICH, any unexpended funds received by the Grantee shall be returned to Cal ICH within 30 days of Cal ICH's specified date of termination.

b) Sufficiency of Funds

This Agreement is valid and enforceable only if sufficient funds are made available to Cal ICH by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2) Transfers

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Exhibit D.12 (Special Conditions – Grantees/Sub Grantee) or with the prior written approval of Cal ICH and a formal amendment to this Agreement to affect such subcontract or novation.

3) Grantee's Application for Funds

Grantee submitted a standardized budget to Cal ICH as part of their application for the Program.

Grantee 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 Grantee's knowledge. In the event that any

Initial Here HR

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 Cal ICH approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Cal ICH may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4) Reporting, Evaluation, and Audits

a) **Reporting Requirements**

i. **Timing and Format of Reports.**

Grantee is required to provide Cal ICH or its agents with all data and outcomes that may inform an assessment of the funded proposal. Grantees shall report quarterly and have one Final Work Product submitted prior to this Agreement's termination.

The quarterly reports shall be submitted on a template to be provided by Cal ICH at least 90 days prior to the first reporting deadline. Cal ICH may request interim reports as needed and will provide no less than 30 days' notice to Grantees.

ii. **Required Data**

Grantees will be required to provide:

- Outreach and service path data at the anonymized, individual level;
- Current housing status of persons served in the aggregate;
- Status of funding as presented in the Cal ICH approved, standardized budget; and
- Continued confirmation that projects receiving ERF funds are populated timely into HMIS and use Cal ICH supplied funding codes.

Cal ICH's discretion in identifying which information shall be included in these reports is final. Grantees shall also report information in the form and manner required by Cal ICH. Failure to comply will be considered a breach.

Pursuant to HSC Section 50254, grantees shall provide data elements, including, but not limited to, health information, in a manner consistent with state and federal law, to their local Homeless Management Information System for tracking in the statewide Homeless Data Integration System.

Pursuant to HSC Section 50254(b)(3), Grantees shall report individual, client-level data for persons served by grant funding to the council, in addition to any data reported through local Homeless Management

Initial Here † 7

Information System, as required by the council for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

Grantees shall comply with the data entry requirements of AB 977, located at Welfare and Institutions Code section 8258(d).

iii. Cal ICH usage of Reports

Pursuant to HSC Section 50254(b)(4), Council staff may use information reported directly from grantees and through statewide Homeless Data Integration System for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

iv. Failure to Report

If the Grantee fails to provide any such report, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

b) Evaluation

- i. At Cal ICH's discretion, Grantees shall participate in a program evaluation regarding their implementation of ERF awards. To support this effort, Cal ICH will contract a third party to complete the evaluation.
- ii. Grantees are expected to be close partners with Cal ICH for this program evaluation and for all evaluative aspects of this Program. This means timely and accurate reporting, candid communication of success or challenges, and availability of persons, information, or materials. More specifically, Grantees must cooperate with Cal ICH or its designee as reasonably required to implement an evaluation plan. This includes providing or facilitating the collection of data and materials as reasonably requested by Cal ICH or its designee.
- iii. For the purpose of evaluation, Cal ICH or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document Grantee's operations during normal business hours and with reasonable

Initial Here JM

advance notice. Cal ICH will comply with Grantee's site visit terms during any site visits.

- iv. Grantees should maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation by the Grantee or subgrantee.
- v. Grantees shall notify Cal ICH and provide copies of any reports or findings if Grantee conducts or commissions any third-party research or evaluation regarding their funded project.
- vi. All terms and conditions that apply to reporting similarly apply to evaluation.

c) **Auditing**

- Cal ICH reserves the right to perform or cause to be performed a financial audit. At Cal ICH request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. Should an audit be required, the Grantee shall adhere to the following conditions:
 - i) The audit shall be performed by an independent certified public accountant.
 - ii) The Grantee shall notify Cal ICH of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Cal ICH to the independent auditor's working papers.
 - iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.
 - iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Cal ICH for each audit finding within 90 days from the date of the audit finding report.

5) **Inspection and Retention of Records**

a) **Record Inspection**

Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Cal ICH, or its designee, with any relevant information requested. The Grantee agrees to give Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such

Initial Here

books, records, accounts, and other materials that may be relevant to an investigation of compliance with the ERF laws, Cal ICH guidance or directives, and this Agreement.

b) Record Retention

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

c) Public Records Act

The grantees' application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act.

6) Breach and Remedies

a) Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

- i. Grantee's failure to comply with the terms or conditions of this Agreement.
- ii. Use of, or permitting the use of, Program funds provided under this Agreement for any ineligible activities.
- iii. Any failure to comply with the deadlines set forth in this Agreement.

b) Remedies for Breach of Agreement

In addition to any other remedies that may be available to Cal ICH in law or equity for breach of this Agreement, Cal ICH may, in a form and manner determined by Cal ICH:

- i. Conduct a program monitoring which will include a corrective action plan (CAP) with findings, remedies, and timelines for resolving the findings.
- ii. Bar the Grantee from applying for future ERF funds;

Initial Here HM

- iii. Revoke any other existing ERF award(s) to the Grantee;
 - iv. Require the return of any unexpended ERF funds disbursed under this Agreement;
 - v. Require repayment of ERF funds disbursed and expended under this Agreement;
 - vi. Require the immediate return to Cal ICH of all funds derived from the use of ERF
 - vii. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with ERF requirements.
- c) All remedies available to Cal ICH are cumulative and not exclusive.
- d) Cal ICH may give written notice to the Grantee to cure the breach or violation within a period of not less than 14 days.

7) Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Cal ICH to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Cal ICH to enforce these provisions.

8) Nondiscrimination

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, denial of medical and family care leave or pregnancy disability leave, or any other characteristic protected by state or federal law. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, Section 12900 et seq.); the regulations

Initial Here HM

promulgated thereunder (Cal. Code Regs., tit. 2, Section 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, Section 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9) **Conflict of Interest**

All Grantees are subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code Section 1090 and Public Contract Code Sections 10410 and 10411.

- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.
- b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, Section 81000 et seq.).
- d) **Representatives of a County:** A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

Initial Here JH

10) Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, Section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code Section 8355, subdivision (a)(1).

- a) **Establish a Drug-Free Awareness Program, as required by Government Code Section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:**
 - i. **The dangers of drug abuse in the workplace;**
 - ii. **Grantee's policy of maintaining a drug-free workplace;**
 - iii. **Any available counseling, rehabilitation, and employee assistance program; and**
 - iv. **Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.**
- b) **Provide, as required by Government Code Section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:**
 - i. **Will receive a copy of Grantee's drug-free policy statement, and**
 - ii. **Will agree to abide by terms of Grantee's condition of employment or subcontract.**

11) Child Support Compliance Act

For any Contract Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

- a) **The Grantee 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**

Initial Here NH

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 Grantee, 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.

12) Special Conditions – Grantees/Subgrantee

The Grantee 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 Cal ICH prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of ERF. Failure to comply with these conditions may result in termination of this Agreement.

- a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:
- i. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
 - ii. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
 - iii. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.
 - iv. Agree to include and enforce all the terms of this Agreement in each subcontract.

13) Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the ERF program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including

Initial Here HM

those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to Cal ICH upon request.

14) Inspections

- a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- b) Cal ICH reserves the right to inspect any work performed hereunder, including site visits, to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15) 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 Cal ICH, 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 Grantee shall notify Cal ICH immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Cal ICH, 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 Cal ICH.

FORM APPROVED COUNTY COUNSEL
BY: PAOLA S. SALCIDO DATE

Initial Here HM

Encampment Resolution Funding Program (ERF-3-L)
Standard Agreement

EXHIBIT E
SPECIAL TERMS AND CONDITIONS

- 1) All proceeds from any interest-bearing account established by the Grantee for the deposit of funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of funds, must be used for eligible activities. Grantees must maintain records of all expenditures of the proceeds from these interest-bearing accounts for five (5) years. Cal ICH reserves the right to perform or cause to be performed a financial audit on the use of proceeds from interest bearing accounts.
- 2) Grantee shall utilize its local Homeless Management Information System (HMIS) to track ERF projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by funding (e.g., by creating appropriate - ERF specific funding sources and project codes in HMIS).
- 3) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code Section 50254. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.
- 4) Grantee agrees to accept technical assistance as directed by Cal ICH or by a contracted technical assistance provider acting on behalf of Cal ICH. Grantee will report to Cal ICH on programmatic changes the Grantee will make as a result of the technical assistance and in support of their grant goals.

Initial Here HM

- 5) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.
- 6) Cal ICH maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct grantees to take specified actions or risk breach of this Agreement. Grantees will be provided reasonable notice and Cal ICH's discretion in making these determinations are absolute and final.

FORM APPROVED COUNTY COUNSEL
BY: PAULA S. SALCIDO DATE: 12/11/24

Initial Here PS