

HOMELESS RESOURCE SERVICES AGREEMENT

This Agreement for the provision of Homeless Resource Services ("Agreement") is made and entered into this (Insert Date and Month, 2025) ("Effective Date") by and between the City of San Bernardino, a municipal corporation ("City") and VARP, Inc (Gibson House), a California 501(c)(6) nonprofit public benefit corporation ("Subrecipient"). City and Subrecipient are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, the City and the Subrecipient agree as follows:

ARTICLE 1 - ENGAGEMENT OF SUBRECIPIENT

- 1.1 This Agreement is being funded by grant funding from the State of California Encampment Resolution Funding Program ("ERF" or "Program"), established pursuant to Chapter 7 (commencing with Section 50250) of Part 1 of Division 31 of the Health and Safety Code and administered by the California Department of Housing and Community Development ("HCD") in the Business, Consumer Services and Housing Agency ("Agency"). City is a Grantee of the ERF Program.
- 1.2 The City hereby engages the Subrecipient to provide homeless resources and services for the City (the "Services") through the provision of Supportive Interim Housing program ("Program") for homeless individuals within the prioritized encampment area in the City, in accordance with the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference.
- 1.3 The term of the Agreement shall take effect (Date, 2025) and shall terminate on June 30, 2027, unless otherwise canceled or modified according to the terms of this Agreement.
- 1.4 The Services shall be performed by the Subrecipient in a professional manner, and the Subrecipient represents that it has the requisite qualifications, expertise, and experience in the provision of Supportive Interim Housing programs for homeless individuals or families or individuals or families at risk of homelessness, and is willing to use said state funds to operate said program in compliance with the principles of Housing First as defined in Welfare and Institutions Code section 8255.
- 1.5 The Subrecipient agrees to assist individuals experiencing homelessness by providing supportive interim housing services, ensuring consistent access to shelter, meals, and supportive services for those residing in the designated prioritized encampment area, in alignment with the principles of Housing First and the objectives of the ERF program.

ARTICLE 2 - SERVICES OF SUBRECIPIENT

- 2.1 The Services that Subrecipient shall provide are more particularly described in Exhibit "A," titled, "Scope of Services," which is attached hereto and incorporated herein by this reference. Subrecipient shall offer supportive interim housing for 42 persons, including 12 male beds and 6 female beds (with the capacity to serve at least 30 males and 12 females per year). Services include meals, psychological health supportive services, substance use treatment, access to medical treatment, and connection to permanent housing placements.
- 2.2 The Subrecipient shall comply with applicable federal, state, and local laws and regulations in the performance of this Agreement, including, but not limited to, any applicable State prevailing wage laws. This Agreement is subject to any additional restrictions, limitations, conditions or statutes, regulations, or any other laws, whether federal, State of California, or any agency, department, or any political subdivision of the federal or State of California, which may affect the provisions, terms or funding of the ERF Program and this Agreement in any manner.
- 2.3 The Subrecipient agrees to comply with all conditions of this Agreement, including the Special Conditions set forth in Exhibit E of the ERF Standard Agreement. These conditions shall be met to the satisfaction of HCD prior to the disbursement of funds. All expenditures shall be consistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people

experiencing homelessness in encampments.

- 2.4 The City agrees to reimburse the Subrecipient for the provision of the services set forth in the Scope of Work in an amount not to exceed \$771,600 in funding under the ERF. No funds of the City shall be or become a source of funds under this Agreement.

ARTICLE 3 - RESPONSIBILITIES OF CITY

- 3.1 The City shall make available to the Subrecipient information in its possession that may reasonably assist the Subrecipient in providing the Services.
- 3.2 The City designates [Insert Name], [Insert Title], as City's representative with respect to performance of the Services, and such person shall have the authority to act on behalf of the City. The City may designate another individual as the City's representative by providing written notice to the Subrecipient.

ARTICLE 4 - PERFORMANCE OF SERVICES

- 4.1 The Subrecipient shall perform and complete the Services in a prompt and diligent manner in accordance with the schedule set forth in Exhibit "A," titled "Scope of Services" ("Services") which is attached hereto and incorporated herein by this reference.
- 4.2 The term of this Agreement shall be from the Effective Date until June 30, 2027, unless terminated earlier as provided herein. The Subrecipient shall complete all Services and expend all funds by June 30, 2027.
- 4.3 Subrecipient shall provide all information required by the City to conform to the reporting and auditing requirements of the ERF Program as required by this Agreement. This includes, but is not limited to, quarterly reports and a Final Work Product to be submitted by June 30, 2027.
- 4.4 If Subrecipient's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City Council-adopted policy for the same. It shall be the obligation of the Subrecipient to obtain a copy of such a policy from City staff.
- 4.5 The Subrecipient shall utilize the local Homeless Management Information System (HMIS) to track ERF projects, services, and clients served, ensuring that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients supported by ERF funding.
- 4.6 The Subrecipient agrees to assist individuals and families experiencing homelessness by providing accessible hygiene services twice per week, ensuring consistent access to mobile showers and laundry facilities for those residing in the designated prioritized encampment area, in alignment with the principles of Housing First and the objectives of the ERF program.
- 4.7 The Subrecipient shall offer fully equipped, ADA-compliant mobile units capable of delivering shower and laundry services, designed to meet a wide range of physical needs. The Subrecipient will maintain the units in sanitary conditions, ensuring regular cleaning, restocking of supplies, and adherence to health and safety protocols as required by the ERF program and applicable regulations.

ARTICLE 5 - PAYMENTS TO SUBRECIPIENT

- 5.1 The total compensation for Subrecipient's Services shall be in the amount of seven hundred seventy-one thousand six hundred dollars (\$771,600). The City shall disburse funds to the Subrecipient in accordance with the approved budget and the terms of the ERF Program.
- 5.2 The Subrecipient shall submit quarterly reports to City describing the Services provided during the preceding quarter. Subrecipient's reports shall include all information required by HCD,

including but not limited to: a brief description of the Services performed, client identification, the dates the Services were performed, the value of resources expended, and any other pertinent information related to the Services. Additional ERF Program auditing and reporting requirements are described in Exhibit "C" titled "ERF Program Reporting" which is attached hereto and incorporated herein by this reference.

- 5.3 The Subrecipient shall expend no less than 50 percent and obligate 100 percent of Program funds by June 30, 2025. All Program funds (100 percent) shall be expended by June 30, 2027. Any funds not expended by this date shall be returned to the City within 15 days for reversion to HCD.

Note: The City is actively pursuing an extension of the 50% expenditure deadline beyond June 30, 2025, with HCD, citing delays in the Standard Agreement and the complexity of managing multiple service agreements. Given the scale and structure of the required programs, additional expenditure time is essential to ensure successful implementation and full compliance with grant objectives. The City has initiated discussions with HCD to determine the formal process for requesting such accommodations.

- 5.4 If at any time during the term of the Agreement, the Subrecipient determines or anticipates unexpended funds will be present at termination, the Subrecipient is to contact the City in writing and coordinate possible reallocation of funds to ensure service goals of the ERF Program are met.
- 5.5 Upon termination of the Agreement, any unexpended funds shall be returned to the City within 15 days.
- 5.6 All expenditures shall be consistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments.
- 5.7 The monthly reimbursement rate for Subrecipient's Services shall be \$2,572 per person served, for a period of 6 months.

ARTICLE 6 - INSURANCE AND INDEMNIFICATION

- 6.1 The following insurance coverage required by this Agreement shall be maintained by the Subrecipient for the duration of its performance of the Services. The Subrecipient shall not perform any Services unless and until the required insurance listed below is obtained by the Subrecipient. The Subrecipient shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to the City.
- A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to the City, or certification to the City that the Subrecipient is self-insured or exempt from the workers' compensation laws of the State of California. The Subrecipient shall execute and provide the City with Exhibit "D," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.
- B. Commercial General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, for bodily injury, personal injury, and property damage. City, its officers, officials, employees, and volunteers shall be named as additional insureds, and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- C. Business Auto Liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Subrecipient-owned, non-owned, and hired vehicles used in connection with Subrecipient's provision of the Services. The City, its officers, officials, employees, and volunteers shall be named as additional insureds, and such insurance shall

be primary and non-contributing to any insurance or self-insurance maintained by the City.

- D. Professional Liability (Errors and Omissions) Insurance appropriate to the Subrecipient's profession, with limits no less than One Million Dollars (\$1,000,000) per occurrence or claim, Two Million Dollars (\$2,000,000) aggregate.

- 6.2 The Subrecipient shall defend, indemnify, and hold harmless the City and its elected and appointed officials, employees, and agents from and against any and all claims, losses, and liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any negligent act or omission by, or the willful misconduct of Subrecipient, or its officers, employees, and agents in performing the Services.

ARTICLE 7 - CONFLICTS OF INTEREST

- 7.1 The Subrecipient covenants and represents that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Subrecipient further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 7.2 The Subrecipient agrees it is not a designated employee within the meaning of the Political Reform Act because the Subrecipient:
- A. Does not make a governmental decision whether to:
- (i) approve a rate, rule or regulation or adopt or enforce a City law;
 - (ii) issue, deny, suspend, or revoke any City permit license, application, certification, approval, order, or similar authorization or entitlement;
 - (iii) authorize the City to enter into, modify, or renew a contract;
 - (iv) grant City approval to a contract that requires City approval and to which City is a party or to the specifications for such a contract;
 - (v) grant City approval to a plan, design, report, study, or similar item;
 - (vi) adopt or grant City approval of policies, standards, or guidelines for the City or for any subdivision thereof.
- B. Does not serve in a staff capacity with the City and, in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.
- 7.3 The Subrecipient acknowledges that it may be required to file a Statement of Economic Interests (Form 700) if it is determined to be a "consultant" within the meaning of the Political Reform Act. The Subrecipient agrees to file such statement if requested by the City and to comply with all applicable requirements regarding disclosure of financial interests
- 7.4 The Subrecipient shall establish and make known to its agents and employees appropriate safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

ARTICLE 8 - GENERAL CONSIDERATIONS

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

to enforce the provisions of this Agreement.

- 8.2 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement, the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.3 The Subrecipient shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.
- 8.4 The Subrecipient is for all purposes under this the Agreement an independent contractor and shall perform the Services as an independent contractor. Subrecipient shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Subrecipient have any authority, express or implied, to bind City to any obligation.
- 8.5 This Agreement may be terminated by the City in accordance with the terms set forth in the ERF Program Standard Agreement. Upon termination, Subrecipient shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to the City, copies (in both hard copy and electronic form, where applicable) of all project-related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Subrecipient in performing the Services.
- 8.6 This Agreement is valid and enforceable only if sufficient funds are made available to HCD 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.
- 8.7 The Subrecipient shall maintain books, ledgers, invoices, accounts, and other records and documents evidencing costs and expenses related to the Services for a period of five (5) years after the termination of this Agreement. City and HCD shall have the right to review, obtain, and copy all records and supporting documentation pertaining to the performance of Services under the Agreement.
- 8.8 The Subrecipient 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 Subrecipient, its Subrecipients, and all eligible activities.
- 8.9 The Subrecipient agrees to comply with the Drug-Free Workplace Act of 1990 (Government Code Section 8350, et seq.) and have or will provide a drug-free workplace
- 8.10 This Agreement, including the Exhibits incorporated herein by reference, represents the entire Agreement and understanding between the Parties as to the matters contained herein. Any amendment to this Agreement shall be in writing, approved by City and signed by City and Subrecipient.
- 8.11 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California
- 8.12 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is

declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein.

- 8.13 The Subrecipient shall utilize the local Homeless Management Information System (HMIS) to track ERF projects, services, and clients served, ensuring that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients supported by ERF funding.
- 8.14 The Subrecipient shall comply with all reporting requirements as detailed in Exhibit D of the ERF Standard Agreement, including quarterly reports and a Final Work Product to be submitted by June 30, 2027.
- 8.15 The Subrecipient acknowledges that HCD maintains sole authority to determine if a Grantee or Subrecipient is acting in compliance with the program objectives and may direct actions to be taken to ensure compliance with this Agreement.

**SIGNATURE PAGE FOR VENDOR SERVICES AGREEMENT
BETWEEN THE CITY OF SAN BERNARDINO
AND VARP. INC (GIBSON HOUSE)**

IN WITNESS WHEREOF, duly authorized representatives of City and Subrecipient have
signed in confirmation of this Agreement.

City of San Bernardino

VARP, Inc (Gibson House)

APPROVED BY:

Signature

Name

Rochelle Clayton
Acting City Manager

Title

ATTESTED BY:

Genoveva Rocha, CMC
City Clerk

APPROVED AS TO
FORM:

Best Best & Krieger
LLP
Albert Maldonado

EXHIBIT "A"
SCOPE OF SERVICES

1. Interim Sheltering - Supportive Interim Housing

1.1 Service Provider: VARP, Inc., operating as Gibson House

1.2 Service Description: Subrecipient shall provide supportive interim housing services for individuals experiencing homelessness within the City-designated encampment area. These services shall be designed to provide temporary, safe accommodation while working towards permanent housing solutions.

1.3 Capacity and Duration:

1.3.1 Subrecipient shall maintain a capacity to serve forty-two (42) individuals at any given time.

1.3.2 The facility shall provide twelve (12) male beds and six (6) female beds, with the capability to serve at least thirty (30) males and twelve (12) females annually.

1.3.3 The duration of services for each individual shall not exceed six (6) months unless otherwise approved in writing by the City.

1.4 Specific Services: The Subrecipient shall provide the following services as part of the supportive interim housing program:

1.4.1 Safe and Sanitary Accommodations: Maintain clean, secure, and habitable living spaces that comply with all applicable health and safety regulations.

1.4.2 Nutritional Support: Provide three (3) nutritionally balanced meals per day to all program participants.

1.4.3 Psychological Health Services: Offer on-site mental health support, including individual counseling and group therapy sessions, conducted by licensed or certified professionals.

1.4.4 Substance Use Treatment: Provide assessment, treatment planning, and referrals to specialized substance use disorder programs as needed.

1.4.5 Medical Care Access: Facilitate access to medical treatment, including regular health screenings and assistance in connecting participants with primary care providers.

1.4.6 Case Management: Assign a dedicated case manager to each participant to develop individualized service plans and coordinate access to necessary resources.

1.4.7 Housing Placement: Actively work towards securing permanent housing placements for all participants, with the goal of transitioning individuals out of homelessness.

EXHIBIT "B"
RATE SHEET

ERF-3-R	Total Budget	
Interim Sheltering	\$	771,600
Supportive Interim Housing	\$	771,600
Grand Total	\$	771,600

EXHIBIT "C"
ERF GRANT AUDITING AND REPORTING

1. Provide quarterly reports of expenditures and services provided that include outreach and service path data at the anonymized, individual level;
2. Maintain current housing status data for persons served in the aggregate;
3. Maintain housing status data for persons served in the aggregate;
4. Ensure continued confirmation that projects receiving ERF funds are populated timely into HMIS and use HCD-supplied funding codes;
5. Maintain and make available individual, client-level data for persons served by grant funding to the City and HCD, in addition to any data reported through local Homeless Management Information System, as required by the ERF Program for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served;
6. Comply with the data entry requirements of AB 977, located at Welfare and Institutions Code section 8256(d)
7. Participate in a program evaluation regarding implementation of the ERF Program as requested by HCD or its designee;
8. For the purpose of evaluation, allow HCD or its designee to visit sites related to the project and film, tape, photograph, interview, and otherwise document Subrecipient's operations during normal business hours and with reasonable advance notice;
9. Maintain active data, documents, and filings in anticipation of evaluation. Special care should be taken to organize and preserve internal work products that guided implementation of the ERF Program;
10. Coordinate and cooperate with a City-provided independent certified public accountant for audit purposes if requested
11. Record Inspection: HCD or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under the ERF Program and this Agreement. The Subrecipient agrees to provide the City, HCD, or its designee, with any relevant information requested within 30 days of a written request;
12. Record Retention: The Subrecipient agrees to retain all records described above 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 that arise from it;
13. Submit a Final Work Product by June 30, 2027, including programmatic and fiscal data and a narrative on the outputs and outcomes of the program on a reporting template to be provided by HCD.

EXHIBIT "D"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.