

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SAN BERNARDINO
AND THE SALVATION ARMY
(RAPID REHOUSING/GENERAL FUND \$600K)**

This Agreement is made and entered into as of **March 5, 2025**, by and between the City of San Bernardino, a charter city and municipal corporation organized and operating under the laws of the State of California with its principal place of business at Vanir Tower, 290 North D Street, San Bernardino, CA 92401 ("City"), and **The Salvation Army**, a California nonprofit corporation with its local place of business at **925 West 10th Street, San Bernardino, CA** (hereinafter referred to as "Consultant"). City and Consultant are hereinafter sometimes referred to individually as "Party" and collectively as the "Parties."

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

RAPID REHOUSING SERVICES (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

D. The Consultant agrees to assist individuals and families experiencing homelessness or at risk of homelessness in accessing appropriate supportive services, including but not limited to: rapid rehousing assistance, relocation and stabilization services, temporary and permanent housing solutions, and other essential services that promote housing stability and independent living. The Consultant will also facilitate connections to available federal, state, local, and private resources for eligible individuals within the City of San Bernardino, in accordance with the Scope of Work attached hereto as Exhibit A and incorporated herein by this reference.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

1. Incorporation of Recitals and Effective Date. The recitals above are true and correct and are hereby incorporated herein by this reference. The Effective Date shall be that date after this Agreement is both approved by the City Council and fully executed by the Parties.

2. Services. Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by this

reference.

3. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel identified in their proposal. Consultant warrants that Consultant is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant further represents that no City employee will provide any services under this Agreement.

4. Compensation.

a. Subject to paragraph 4(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B" and incorporated herein by this reference.

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **Six Hundred Thousand Dollars (\$600,000.)** This amount is to cover all related costs, and the City will not pay any additional fees or expenses. Consultant may submit invoices to City for approval. Said invoice shall be based on the total of all Consultant's services which have been completed to the City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. The invoice shall describe in detail the services performed and the associated time provided for completion of tasks. Reimbursement shall only be provided for those expenses identified in Exhibit "B". Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

c. The reimbursement process for the Rapid Rehousing program is designed to ensure compliance with federal and state regulations, transparency in the use of allocated funds, and alignment with the approved budget categories, as outlined in **2 CFR Part 200**. All expenses must adhere to the federal principles of allowability (§200.403), allocability (§200.405), and reasonableness (§200.404), ensuring that costs are necessary, directly benefit the program, and are justifiable based on prevailing market conditions.

5. Method of Disbursement.

a. Requests for disbursements by Consultant shall be made by Consultant sending to the City, not more frequently than monthly, commencing on or before the 10th day of each month, a detailed invoice in a form specified and approved by the City, Exhibit C. Such schedule may be modified with the approval of the City. The City shall distribute funds in monthly installments, as requested by Consultant, in arrears, in order to compensate Consultant for the provision of Consultant's services under this AGREEMENT.

b. Consultant has the ability to adjust line-item amounts in the Budget

with the prior written approval of the City's Director of the Community Development and Housing Department, so long as the total budget amount does not increase.

6. Payment

a. Payment is subject to the receipt and approval of such invoices and monthly activity reports, as hereinafter more fully set forth below under Level of Accomplishments and Homeless Management Information System, with the final payment being due and payable upon the receipt of an invoice and report for the last month of the term of this AGREEMENT and the City's approval thereof, which invoice and report shall be due on or before the 15th day of the month following the expiration of the term of this AGREEMENT. The City shall pay such invoices within forty-five (45) days after receipt thereof, provided the City is satisfied that such expenses have been incurred within the scope of this AGREEMENT and that the Consultant is in compliance with the terms and conditions of this AGREEMENT. The forty-five (45) day period will discontinue if the reimbursement request is determined to be incomplete and the forty-five timeline will restart once the remaining required elements have been submitted.

b. Failure to provide any of the required documentation and reporting will cause the City to withhold all or a portion of a request for reimbursement until such documentation and reporting has been received and approved by the City.

7. Additional Work. If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

a. Adjustments. No retroactive price adjustments will be considered. Additionally, no price increases will be permitted during the first year of this Agreement, unless agreed to by City and Consultant in writing, and approved by the City Council.

8. Term. This Agreement shall commence on the Effective Date and continue through December 31, 2026.

9. Maintenance of Records; Audits.

a. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

b. Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

10. Time of Performance. Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed. Consultant shall complete the services required hereunder within Term.

11. Levels of Accomplishment – Goals and Performance Measures

The Consultant shall be responsible for accomplishing the levels of performance as set forth in the Scope of Work (Exhibit A) and report such measures monthly to the City. If the Consultant estimates such goals will not be met, the Consultant is to contact the City, at which time the City will determine if any adjustments to the agreement is appropriate.

12. General Conditions .

a. The Consultant, in accordance with 24 CFR § 576.400(f), must ensure that data on all persons served and all activities are entered into the applicable community-wide HMIS in the area in which those persons and activities are located, or with the express knowledge and written consent of the CITY, a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS.

1. **HMIS Agency Agreement.** The Consultant shall have an agreement in place with the HMIS lead agency to participate in the regionally established HMIS system. A copy of the Consultant agreement with the HMIS lead agency shall be delivered to the CITY. In the case of Domestic Violence service providers or other agencies prohibited from entering data into HMIS, documentation from the HMIS lead agency certifying that the Consultant is using a comparable database shall be delivered to the CITY. The "HMIS lead agency" is the County of San Bernardino Community Development and Housing Agency, which is located at 385 N. Arrowhead Ave., 3rd Floor, San Bernardino, California (909-387-4700).
2. **HMIS Interagency Data Sharing Agreement.** The Consultant shall enter into an Interagency Data Sharing Agreement with the HMIS Lead Agency where the Consultant agrees to share HMIS data with other funded agencies regarding clients that are served, unless prohibited by law. A copy of such agreement shall be delivered to the CITY.
3. **HMIS Data Input.** Consultant must enter data directly into the HMIS system and adhere to all implementation guidelines developed under

the Continuum of Care. HMIS Participation includes, but is not limited to, the input of all programmatic and client data and the generation of all mandated monthly, quarterly and close-out reports. Subrecipient must input client data no more than forty-eight (48) hours after the date of program entry. Services rendered to clients must be entered into HMIS within forty-eight (48) hours from date of services. All clients who exit the program must have updated status in HMIS within forty-eight (48) hours of the actual exit date.

b. The Consultant shall conduct initial evaluations to determine the eligibility of individuals or families for homelessness assistance and the types and amounts of assistance needed to regain stability in permanent housing. These evaluations must comply with centralized or coordinated assessment requirements, the CITY's written standards, and relevant County, State, or Federal guidelines for homeless assistance programs. Re-evaluations for homelessness prevention and rapid rehousing assistance must also adhere to these standards. Evaluations and re-evaluations must be documented in accordance with the CITY's Homelessness Assistance Written Standards and broader state and federal policies.

c. If a program participant violates program requirements, the Consultant may terminate the assistance in accordance with a formal process established by the CONSULTANT that recognizes the rights of individuals affected, in accordance with 24 CFR § 576.402.

d. The Consultant certifies that shelters and housing supported by homelessness-related funds and utilized by beneficiaries will conform to all applicable County, State, and Federal standards, including those established under 24 CFR § 576.403 and other relevant policies.

13. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing Party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force Majeure Event shall mean an event that materially affects the Consultant's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety.

b. Should a Force Majeure Event occur, the non-performing Party shall,

within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Delays shall not entitle Consultant to any additional compensation regardless of the Party responsible for the delay.

c. Notwithstanding the foregoing, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

14. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

15. Standard of Care. Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. Consultant's performance shall conform in all material respects to the requirements of the Scope of Work and meet the Key Performance Indicators, attached hereto as Exhibit "B" and incorporated herein by this reference.

16. Conflicts of Interest. During the term of this Agreement, Consultant shall at all times maintain a duty of loyalty and a fiduciary duty to the City and shall not accept payment from or employment with any person or entity which will constitute a conflict of interest with the City.

17. City Business Certificate. Consultant shall, prior to execution of this Agreement, obtain and maintain during the term of this Agreement a valid business registration certificate from the City pursuant to Title 5 of the City's Municipal Code and any and all other licenses, permits, qualifications, insurance, and approvals of whatever nature that are legally required of Consultant to practice his/her profession, skill, or business.

18. Assignment and Subconsultant. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall

constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

19. Independent Consultant. Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided. Any personnel performing the work governed by this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

20. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Additional Insured

The City of San Bernardino, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on Consultant's and its subconsultants' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

b. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

Insurance Services Office Commercial General Liability
coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury

- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its elected and appointed officials, officers, employees, agents, and City-designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

c. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its elected and appointed officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

d. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California 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 he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

e. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

f. Privacy/Network Security (Cyber)

At all times during the performance of the work under this Agreement, the Consultant shall maintain privacy/network security insurance for: (1) privacy breaches, (2) system breaches, (3) denial or loss of service, and the (4) introduction, implantation or spread of malicious software code, in a form and with insurance companies acceptable to the City.

g. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$2,000,000 per occurrence/\$4,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)
Cyber Liability	\$250,000 per occurrence and aggregate

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

h. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

i. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of the premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance

and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to provide waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

j. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A: VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

k. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including, but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is

canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor the City Council, nor any member of the City Council, nor any of the officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

I. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

21. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, its elected and appointed officials, officers, employees, agents, and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project, or this Agreement, including without limitation the payment of all damages, expert witness fees, attorneys' fees and other related costs and expenses. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, the City Council, members of the City Council, its employees, or authorized volunteers. Consultant's indemnification obligation shall survive the expiration or earlier termination of this Agreement.

b. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to the extent which the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant in the performance of the services or this Agreement, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

22. California Labor Code Requirements. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws, if applicable. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

23. Verification of Employment Eligibility. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

24. Laws and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of San Bernardino, State of California.

25. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days' written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the

event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

26. Attorneys' Fees. In the event that litigation is brought by any Party in connection with this Agreement, the prevailing Party shall be entitled to recover from the opposing Party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof. The costs, salary, and expenses of the City Attorney's Office in enforcing this Agreement on behalf of the City shall be considered as "attorneys' fees" for the purposes of this Agreement.

27. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant's professional services occurs, Consultant shall, at no cost to City, provide all other services necessary to rectify and correct the matter to the sole satisfaction of the City and to participate in any meeting required with regard to the correction.

28. Prohibited Employment. Consultant shall not employ any current employee of City to perform the work under this Agreement while this Agreement is in effect.

29. Costs. Each Party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

30. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

31. Organization. Consultant shall assign **Steven Pinckney** as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

32. Limitation of Agreement. This Agreement is limited to and includes only the work included in the Project described above.

33. Notice. Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to the following addresses and shall be effective upon receipt thereof:

CITY:

City of San Bernardino

Vanir Tower

Attention: Cassandra Searcy

Deputy Director of Housing & Homelessness

290 North D Street

San Bernardino, CA 92401

CONSULTANT:

The Salvation Army San Bernardino

Attention: Steven Pinckney

Business Administrator

925 West 10th Street, San

Bernardino, CA, 92411

With Copy To:

City of San Bernardino

Vanir Tower

Attention: City Attorney

290 North D Street

San Bernardino, CA 92401

34. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

35. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

36. Entire Agreement. This Agreement, including Exhibit "A," represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representations, inducements, promises, or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This is an integrated Agreement.

37. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance, and the remaining provisions of this Agreement shall remain in full force and effect.

38. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each Party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

39. Non-Waiver. The delay or failure of either Party at any time to require performance or compliance by the other Party of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event shall not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

40. Time of Essence. Time is of the essence for each and every provision of this Agreement.

41. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain, or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

42. Amendments. Only a writing executed by all of the Parties hereto or their respective successors and assigns may amend this Agreement.

43. City's Right to Employ Other Consultants. City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

44. Prohibited Interests. Consultant maintains and warrants that it has neither employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

45. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one single Agreement.

46. Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

47. Electronic Signature. Each Party acknowledges and agrees that this Agreement may be executed by electronic or digital signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF SAN BERNARDINO
AND THE SALVATION ARMY
(RAPID REHOUSING SERVICES)**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF SAN BERNARDINO

THE SALVATION ARMY

APPROVED BY:

Bill Gallardo
City Manager

Date: _____

ATTESTED BY:

Genoveva Rocha, CMC
City Clerk

APPROVED AS TO FORM:

Best Best & Krieger LLP

Signature

Steven Pinckney

Name

Business Administrator

Title

Date: _____

EXHIBIT A

SCOPE OF SERVICES

The Salvation Army Rapid Re-Housing (RRH) Program

Program Overview

The Salvation Army's Rapid Re-Housing (RRH) Program is a critical intervention designed to address and mitigate homelessness within the City of San Bernardino. The program's core mission is to provide immediate, targeted support to individuals and families, enabling them to transition into permanent housing while fostering long-term stability. By integrating financial assistance, intensive case management, and tailored supportive services, the RRH Program not only reduces homelessness but also prevents recidivism by addressing the root causes of instability.

The program operates in alignment with the City of San Bernardino's broader homelessness initiatives, ensuring that resources are leveraged effectively to create a seamless and sustainable pathway to housing solutions.

Core Program Components

1. Financial Assistance

The program offers direct financial support to eligible participants to facilitate their transition into stable housing. Assistance is provided on a case-by-case basis, ensuring flexibility to meet diverse needs while adhering to program guidelines. Financial assistance may include:

- **Utility Deposits or Monthly Assistance:** Payments are made directly to utility providers to establish or maintain essential services, removing barriers to housing access.
- **Security Deposits and Move-In Costs:** One-time payments are issued directly to landlords to cover upfront costs associated with securing housing.
- **Monthly Rental Support:** Rent payments are provided directly to landlords to assist participants in maintaining housing stability during their initial transition period. Financial assistance is offered on a flexible basis, ranging from **one (1) to six (6) months**, depending on the individual needs and circumstances of each participant.

2. Case Management and Support Services

The RRH Program includes robust case management and supportive services to address both immediate and long-term housing stability needs. Services include:

- **Housing Navigation:** Assist participants in identifying and securing suitable, affordable housing options. This includes engaging landlords and addressing barriers such as credit history or prior evictions.
- **Self-Sufficiency Planning:** Working closely with participants to develop individualized, long-term plans for financial independence and housing retention. This includes employment support, financial literacy training, and access to other supportive resources.

3. **Program Integration**

The RRH Program is designed to operate in close alignment with the City of San Bernardino's existing housing and homelessness initiatives. This integration ensures a coordinated approach to homelessness prevention and reduction. Key integration strategies include:

- Leveraging partnerships with local stakeholders, including landlords, service providers, and community organizations.
- Utilizing the Homeless Management Information System (HMIS) to track outcomes, ensure data-driven decision-making, and avoid duplication of services.
- Adopting a **Housing First approach**, focusing on immediate housing placement without preconditions, followed by supportive services tailored to individual needs.

Metrics and Outcomes

1. **Projected Reach**

The RRH Program aims to assist at least **70 households** within the City of San Bernardino, prioritizing individuals and families experiencing literal homelessness or fleeing unsafe living conditions.

2. **Average Length of Support**

The duration of financial and supportive assistance is designed to be flexible, adapting to the unique needs of each participant. While assistance typically spans a maximum of six (6) months, the program accommodates variations based on participant progress and specific barriers to stability.

3. **Program Success Metrics**

- Percentage of participants who transition to permanent housing within the support period.
- Percentage of households maintaining permanent housing after program exit.

- Reduction in barriers to housing stability as identified during case management.

Regular performance reviews and reporting through HMIS ensure accountability, transparency, and continuous improvement.

EXHIBIT B

SCHEDULE OF CHARGES

The Rapid Re-Housing program, supported by a \$600,000 allocation, will strictly adhere to all applicable federal laws, statutes, and regulations, including but not limited to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The approved budget categories and rate schedule are structured to ensure the effective and efficient allocation of resources while maintaining full compliance with federal regulatory requirements.

All expenses must align proportionally with the approved rate schedule and budget categories to maintain compliance with federal guidelines and the specific terms of this agreement. This ensures funds are utilized effectively for eligible activities supporting Rapid Re-Housing outcomes.

Approved Budget Categories and Rate Schedule

1. Rental Assistance

- Eligible Activities: Payments for rent on behalf of participants transitioning to permanent housing.
- Required Documentation: Copies of rental agreements, payment receipts, or proof of direct payments to landlords.
- Billing Frequency: Monthly.

2. Security Deposits

- Eligible Activities: One-time payments for security deposits to secure housing.
- Required Documentation: Proof of payment for deposits (e.g., receipts, transaction records).
- Billing Frequency: Monthly.

3. Utility Assistance

- Eligible Activities: Payments for utility deposits.
- Required Documentation: Invoices or payment receipts from utility companies.
- Billing Frequency: Monthly.

4. Administrative Costs

- Eligible Activities: Allowable costs for program administration, capped at 10% of the total program budget.
- Required Documentation: Itemized records or invoices for administrative expenditures.
- Billing Frequency: Monthly.

5. Reconciliation Reporting

- Required Reporting:
 - Services delivered during the billing period, including housing placements, financial assistance, and supportive services provided to participants.
 - Expenditures categorized by eligible activities, such as rent, security deposits, and utility assistance.

- Cumulative grant expenditures to date, demonstrating alignment with the approved budget and rate schedule.
- Submission Requirements:
 - Must be submitted in the format specified by the grantor agency.
 - Include a certification of accuracy and compliance as required under §200.415.
 - Demonstrate adherence to all State and Federal policies governing Rapid Re-Housing programs.

Federal and State Cost Principles Compliance

All expenditures must adhere to the following principles under 2 CFR Part 200:

- Allowable Costs (§200.403): Costs must be necessary, reasonable, and explicitly permitted under the grant agreement and applicable State and Federal policies for Rapid Re-Housing.
- Allocable Costs (§200.405): Expenditures must directly support the Rapid Re-Housing program's objectives and be proportional to the benefits received.
- Reasonable Costs (§200.404): Costs must reflect prudent judgment, cost-effectiveness, and alignment with program goals.

Reconciliation Reporting

To ensure transparency and compliance, monthly invoices must include a Reconciliation Report detailing:

- Services delivered during the billing period, including housing placements, financial assistance, and supportive services provided to participants.
- Expenditures categorized by eligible activities, such as rent, security deposits, and utility assistance.
- Cumulative grant expenditures to date, demonstrating alignment with the approved budget and rate schedule.

Submission Requirements:

All invoices and reconciliation reports must:

- Be submitted in the format specified by the grantor agency.
- Include a certification of accuracy and compliance, as required under §200.415.
- Demonstrate adherence to all State and Federal policies governing Rapid Re-Housing programs.

Documentation and Retention Requirements

To maintain accountability and prepare for audits, the following documentation requirements will be enforced:

1. Retention Period:

All financial records, supporting documentation, and program reports must be retained for a minimum of 3-5 years, in accordance with the grant terms and applicable regulations.
2. Internal Compliance Reviews:

Conduct periodic internal reviews to ensure adherence to 2 CFR Part 200, relevant

State policies, and Rapid Re-Housing program requirements.

3. Audit Preparedness:

Maintain all records in an organized and accessible manner to facilitate potential audits and ensure full compliance with State and Federal guidelines.

The Rapid Rehousing Program is designed to provide critical assistance to individuals experiencing homelessness by facilitating their transition into stable, permanent housing. The program emphasizes flexibility to accommodate the unique challenges and circumstances faced by the clients it serves, acknowledging that each case requires tailored solutions to ensure successful placement and sustained housing stability. By covering essential costs such as rental assistance, security deposits, and utility support, the program mitigates immediate financial barriers that often prevent individuals from exiting homelessness.

Moreover, the inclusion of administrative costs, capped at 10%, ensures efficient program management while maintaining accountability and compliance with funding requirements. The program's Housing First approach prioritizes immediate housing placement without preconditions, recognizing the foundational role of stable housing in addressing the broader issues associated with homelessness. This flexibility and adaptability are key to meeting the needs of diverse clients and achieving the overarching goal of long-term housing stability.

EXHIBIT C

REIMBURSEMENT REQUEST

Exhibit C serves as the official reimbursement request framework for the Rapid Rehousing Program for FY 2024-2025. It is designed to ensure compliance with federal, state, and local regulations while maintaining alignment with the approved budget categories outlined in Exhibit B (Rate Schedule). The exhibit includes the Reimbursement Coversheet, which facilitates accurate monthly billing, detailed documentation, and transparent financial reporting, ensuring that all reimbursement requests meet the program's standards.

Reimbursement Coversheet

Each reimbursement request must include a completed reimbursement cover sheet containing the following key details:

- **Consultant Name:** The legal name of the organization requesting reimbursement.
- **Agreement Number:** The unique contract number assigned by the CITY.
- **Reporting Period (Month/Year):** The specific period for which reimbursement is being requested.
- **Invoice Number:** A unique identifier for tracking the reimbursement request.
- **Total Amount Requested:** The total amount being requested for reimbursement.
- **Certification Statement:** Signed by an authorized representative, certifying that all submitted expenses comply with the agreement terms and federal regulations.

The Reimbursement Coversheet Template is included as part of this exhibit. Additionally, the CITY will provide the Consultant with an Excel sheet preformatted with the required fields. This Excel sheet should be used to document the requested reimbursement details comprehensively and electronically.

Monthly Billing and Documentation Requirements

Reimbursement requests must be submitted on a monthly basis and must include supporting documentation for all eligible activities. The documentation requirements are as follows:

1. **Supportive Services**
 - Receipts, invoices, or contracts for services provided.
2. **Financial Assistance**
 - **Rental Assistance:** Copies of rental agreements, payment receipts, or proof of direct payments to landlords.
 - **Security Deposits:** Proof of payment for deposits (e.g., receipts, transaction records).
 - **Utility Assistance:** Invoices or payment receipts from utility companies.
3. **Administrative Costs**
 - Itemized records or invoices for administrative expenditures, ensuring adherence to the 10% cap on program administration.
4. **Reconciliation Reporting**
 - Documentation must include a detailed Reconciliation Report that outlines:
 - Services delivered during the billing period, including housing placements, financial assistance, and supportive services.

- Expenditures categorized by eligible activities to ensure alignment with the approved budget.
- Cumulative grant expenditures to date to demonstrate compliance with federal and state guidelines.

Submission Requirements

- Reimbursement requests and accompanying documentation must be submitted in the format specified by the grantor agency.
- Each submission must include a certification of accuracy and compliance, as required under §200.415 of the Uniform Administrative Requirements.

All submitted expenses must adhere to the budget categories outlined in **Exhibit B** and must include detailed supporting evidence such as payroll records, receipts, invoices, and other relevant documentation.

Review and Approval Process

All reimbursement requests will be subject to review by the CITY to ensure accuracy, alignment with budget categories, and compliance with program guidelines. Incomplete or noncompliant submissions may result in delays or denial of reimbursement. It is the Consultant's responsibility to address any deficiencies in the submission promptly.

CITY OF SAN BERNARDINO
RAPID REHOUSING PROGRAM FISCAL YEAR 2024-2025
SUBGRANTEE PAYMENT REQUEST