



CITY COUNCIL  
**Staff Report**

**Meeting Date:** May 19, 2020

**To:** Mayor and City Council

**From:** Scott Chadwick, City Manager

**Staff Contact:** Holly Nelson, Homeless Program Manager  
760-931-3824; holly.nelson@carlsbadca.gov

**Subject:** Authorize Contract with and Receipt of Homelessness Prevention and Intervention Funds from the State of California; Authorize Contract with Designated Partner Agency, the Community Resource Center

**Project Name:** District 76 Homelessness Prevention and Intervention Funds

**Recommended Action**

Adopt a resolution authorizing the city to contract with and receive District 76 Homelessness Prevention and Intervention Funds from the State of California and authorize the chief of police or his designee to distribute the funds received to the state-designated partner agency, the Community Resource Center, for implementation of services.

**Executive Summary**

District 76 Homelessness Prevention and Intervention Funds were approved and included in the 2019-20 governor's budget for "\$1 million to fund Encinitas, Carlsbad, Oceanside and Vista with \$250,000 each for homelessness prevention and intervention services in partnership with the Community Resource Center."

The city's intended purpose of the funds, through its partnership with the Community Resource Center, is to assist 40 individuals, households or families in the City of Carlsbad who are at risk of homelessness<sup>1</sup> or who are chronically homeless, homeless seniors or other vulnerable homeless populations. Such assistance would include providing for strategic basic needs, including finding appropriate and affordable long-term housing placements.

To use these funds for the City of Carlsbad's homeless population, the city first needs to accept them from the state through a standard agreement with the state Department of Housing and Community Development (Exhibit 2). The funds must then be used "for homelessness prevention and intervention services in partnership with the Community Resource Center," which would be accomplished through the city's standard professional services agreement, including a scope of services that staff has negotiated with the Community Resource Center for a one-year term (see Exhibit 3, Sub-Exhibit A).

<sup>1</sup> The terms "chronically homeless" and "at risk of homelessness" are used in the staff report and attached contract documents as defined by the U.S. Department of Housing and Urban Development.

## Discussion

### **Background**

Pursuant to item 2240-103-0001 of section 2.00 of the state Budget Act of 2019 (Chapter 23 of the Statutes of 2019), the state Department of Housing and Community Development shall allocate \$1 million, with \$250,000 going to each of the cities of Encinitas, Carlsbad, Oceanside and Vista, "for homelessness prevention and intervention services in partnership with the Community Resource Center." This award is payable from the state's General Fund. The funding is intended to expand existing homelessness services, including but not limited to case management, housing navigation, domestic violence services, substance abuse and mental- and medical-health services. To receive this allocation, the City of Carlsbad must execute a standard agreement with the Department of Housing and Community Development and must maintain records for inspection for a period of three years to demonstrate that the funding was used for the appropriate purposes.

The Community Resource Center's model of service delivery follows a trauma-informed, Housing First Model<sup>2</sup> of integrative services, case management, housing navigation and domestic violence-related services. The Community Resource Center has been very flexible in negotiating its professional services agreement with the city and is willing to fill in gaps or needs in the city's current Homeless Response Plan to the extent it is staffed and resourced to do so. Staff are confident that the resulting contract and scope of services with the Community Resource Center (see Exhibit 3, Sub-Exhibit A) fits squarely within the city's Homeless Response Plan and appropriately captures the city's expectations for homelessness prevention and intervention services.

### **Services**

The scope of services to be provided by the Community Resource Center (Exhibit 3, Sub-Exhibit A) under its professional services agreement with the city is summarized as follows:

- Assist 20 individuals, households or families who are homeless, while prioritizing those who are chronically homeless, homeless seniors and other vulnerable homeless populations in the City of Carlsbad, to find appropriate, affordable long-term housing placements.
- Assist 20 individuals, households or families who are at risk of becoming homeless in the City of Carlsbad stabilize their housing placements with rental assistance, mediation and advocacy, utility assistance, security deposit assistance, employment assistance and all other costs interfering with such participants' ability to maintain their current household.

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<sup>2</sup> Housing First Model is a housing assistance approach that prioritizes providing permanent housing to people experiencing homelessness, thus ending their homelessness and serving as a platform from which they can pursue personal goals and improve their quality of life. This approach is guided by the belief that people need basic necessities like food and a place to live before attending to other needs. Housing First is based on the theory that client choice is valuable in housing selection and supportive service participation, and that exercising choice is likely to make a client more successful in remaining housed and improving their life. Retrieved May 6, 2020 from the National Alliance on Ending Homelessness. <https://endhomelessness.org/resource/housing-first/>

- The Community Resource Center will provide long-term case management and housing navigation services for up to 12 months to participants by helping them identify or stabilize housing resources, offering utility-deposit support, providing community-based referrals, providing interim housing resources, helping them achieve financial stability, guiding them through landlord-tenant mediation and referring them to mental-health and substance abuse resources. The Community Resource Center has committed to creative and collaborative problem solving with participants to address other barriers that may interfere with their housing stability.
- The Community Resource Center will coordinate with the city's Homeless Outreach Team, Homeless Response Program manager, city staff, community providers and faith centers and other nonprofits to provide an integrative service delivery approach with this population.
- The Community Resource Center will provide quarterly outcomes and monthly program invoices to the city's homeless program manager specifying the number of referrals, program eligibility denials and acceptances, housing placements, community referrals and housing-retention data. All documentation will be tracked in the Homeless Management Information System.

Staff believes that these services, both singularly and collectively, represent important and timely opportunities for the City of Carlsbad to expedite an increasing demand for local homelessness prevention and intervention. These services fulfill an urgent need in the city's current Homeless Response Plan, as well as aligns with the goals set forth by the North County Regional Ad Hoc Committee on Homeless to "reduce the unsheltered population" and "increase long-term housing options to end homelessness for people experiencing homelessness or who are in shelter." Additionally, these services may fulfill other state homelessness goals and measures that are either existing or foreseeable.

### **Pandemic impact**

Considering the national, state and local emergency imposed by the COVID-19 pandemic, time is of the essence to execute the two agreements with the Department of Housing and Community Development and the Community Resource Center and begin providing the negotiated services to the city's homeless population. In a report published in March 2020 on the U.S. homeless population related to COVID-19, individuals experiencing homelessness are twice as likely to be hospitalized; two to four times more likely to require critical care; and two to three times more likely to die compared to the general population.<sup>3</sup> In the 2020 Point-in-Time Count, the City of Carlsbad had 94 unsheltered individuals experiencing homelessness. It is projected many more individuals will fall into homelessness as a result of the economic and

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<sup>3</sup> Culhane, D., Treglia, D., Steif, K., Randall, K. & Byrne, T. (2020) Estimated Emergency and Observational/Quarantine Capacity Need for the U.S. Homeless Population Related to COVID-19 Exposure by County; Projected Hospitalizations, Intensive Care Units, and Mortality. Retrieved April 3, 2020 from [https://endhomelessness.org/wp-content/uploads/2020/03/COVID-paper\\_clean-636pm.pdf](https://endhomelessness.org/wp-content/uploads/2020/03/COVID-paper_clean-636pm.pdf).

health impacts of COVID-19. It would be extremely beneficial to accept these state resources to help 20 unsheltered and 20 at-risk individuals find or maintain their housing resources.

If, after the end of the one-year contract term with the Community Resource Center, the city is satisfied with the provision of services and still has a need for such services, the city manager would have authority to renew the contract for one additional year, with the appropriation of funds from the City Council. At this time, it is unclear if any additional District 76 Homelessness Prevention and Intervention Funds will be allocated in the 2020-21 governor's budget. This, however, does not preclude the possibility of other similar homeless funding sources being available to the city in the future.

### **Fiscal Analysis**

There is no anticipated fiscal impact. There are no matching funds required and these funds were not allocated as part of a competitive grant process. Once the standard agreement with the Department of Housing and Community Development is approved, all but 5% of the \$250,000 in designated funding will be passed through to the Community Resource Center over the course of the one-year contract. The 5% value, or \$12,500, will be retained by the city for the city's administrative costs, as authorized by Department of Housing and Community Development and agreed to by the Community Resource Center.

### **Next Steps**

The City Council's action on this item is final. Once the standard agreement with the Department of Housing and Community Development is executed, the District 76 Homelessness Prevention and Intervention funds will be deposited with the city. The city will then execute its professional services agreement with the Community Resource Center, with a proposed start date of July 1, 2020. The funds will be paid to the Community Resource Center on a monthly basis over the course of the one-year contract term, less the 5% city administrative costs. Under the terms of the professional services agreement, the center will be required to submit quarterly reports to the city to track progress. The city's homeless program manager will facilitate monthly meetings with the center to review and discuss programmatic needs. The homeless program manager will also monitor data outcomes reported on a quarterly basis and review and process program invoices on a monthly basis.

### **Environmental Evaluation (CEQA)**

Pursuant to Public Resources Code section 21065, this action does not constitute a project within the meaning of the California Environmental Quality Act in that it has no potential to cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and therefore does not require environmental review.

### **Public Notification**

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to scheduled meeting date.

### **Exhibits**

1. City Council resolution
2. Department of Housing and Community Development standard agreement
3. Community Resource Center professional services agreement
  - A. Scope of services
  - B. Community Resource Center contract budget

**RESOLUTION NO. 2020-091**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARLSBAD, CALIFORNIA, AUTHORIZING A CONTRACT WITH AND RECEIPT OF HOMELESSNESS PREVENTION AND INTERVENTION FUNDS FROM THE STATE OF CALIFORNIA AND AUTHORIZING A SECOND CONTRACT WITH DESIGNATED PARTNER AGENCY, THE COMMUNITY RESOURCE CENTER

WHEREAS, the 2019-20 Governor's Budget dedicated one (1) million dollars to fund Encinitas, Carlsbad, Oceanside and Vista with \$250,000 each for homelessness prevention and intervention services in partnership with the Community Resource Center ("CRC"), a non-profit social services outreach organization based in Encinitas. These funds are also known as District 76 Homelessness Prevention and Intervention Funds ("District 76 HPIF");

WHEREAS, the City of Carlsbad must accept the District 76 HPIF through a Standard Agreement with the Department of Housing and Community Development ("HCD");

WHEREAS, upon acceptance of the District 76 HPIF, the City of Carlsbad seeks to solidify its partnership with the CRC through the execution of a one-year Professional Services Agreement ("PSA") that would require the City of Carlsbad to pay the CRC \$237,500 of the District 76 HPIF, the remaining funds to be retained by the City for administrative costs;

WHEREAS, the PSA would require the CRC to assist 40 individuals, households or families who are homeless or who are at risk of homelessness in the City of Carlsbad with strategic basic needs, including finding appropriate, affordable long-term housing placements;

WHEREAS, the City's Homeless Program Manager seeks to formalize the City's authority to execute both the Standard Agreement with HCD accepting District 76 HPIF and the PSA with the CRC expending the District 76 HPIF over the course of a one-year period;

WHEREAS, the City Council of the City of Carlsbad finds that the aforementioned contracts with HCD and the CRC represent important and timely opportunities for the City to expedite an increasing demand for local homelessness prevention and intervention services, and that these contracts fulfill urgent needs or gaps in the city's current Homeless Response Plan, as well as fulfill other potential state homelessness outreach goals that are either existing or foreseeable; and

WHEREAS, the City Council of the City of Carlsbad finds that the health, safety and welfare of all residents would be better served by entering into the aforementioned contracts with HCD and the CRC to assist the City's homeless residents;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Carlsbad, California, as follows:

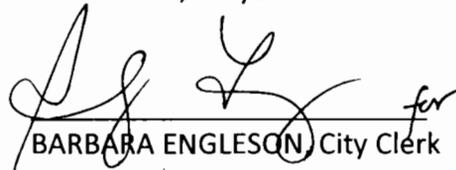
1. That the above recitations are true and correct.
2. That the city manager is hereby authorized to execute the Standard Agreement between HCD and the City of Carlsbad, a copy of which is attached as Exhibit 2.
3. That the city manager is hereby authorized to execute the Professional Services Agreement between the CRC and the City of Carlsbad, a copy of which is attached as Exhibit 3 (including internal Exhibits A and B).

PASSED, APPROVED AND ADOPTED at a Regular Meeting of the City Council of the City of Carlsbad on the 19<sup>th</sup> day of May 2020, by the following vote, to wit:

AYES: Hall, Blackburn, Bhat-Patel, Schumacher.  
NAYS: None.  
ABSENT: None.



MATT HALL, Mayor



BARBARA ENGLESON, City Clerk

(SEAL)



**STANDARD AGREEMENT**  
STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 19-GFD-12932	PURCHASING AUTHORITY NUMBER (if applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME  
City Of Carlsbad

2. The term of this Agreement is:

START DATE  
Upon HCD Approval

THROUGH END DATE  
06/30/2020

3. The maximum amount of this Agreement is:  
\$250,000.00

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

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	1
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	State of California General Terms and Conditions	0
Exhibit E	Special Conditions	0
Exhibit F	Additional Provisions	0
TOTAL NUMBER OF PAGES ATTACHED		6 pages

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.)  
City of Carlsbad

CONTRACTOR BUSINESS ADDRESS 1635 Faraday Ave.	CITY Carlsbad	STATE CA	ZIP 92008
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PRINTED NAME OF PERSON SIGNING <i>Scott Chadwick</i>	TITLE <i>City Manager</i>
CONTRACTOR AUTHORIZED SIGNATURE <i>[Signature]</i>	DATE SIGNED <i>4/30/20</i>

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME  
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS 2020 W. El Camino Ave., Suite 130	CITY Sacramento	STATE CA	ZIP 95833
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PRINTED NAME OF PERSON SIGNING Synthia Rhinehart	TITLE Contracts Manager, Business & Contract Services Branch
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CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
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California Department of General Services Approval (or exemption, if applicable)

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

## EXHIBIT A

City of Carlsbad  
19-GFD-12932  
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### **AUTHORITY, PURPOSE, AND SCOPE OF WORK**

#### **1. Authority**

Pursuant to item 2240-103-0001 of section 2.00 of the Budget Act of 2019 (Chapter 23 of the Statutes of 2019) (the "Statute"), the Department of Housing and Community Development (the "Department") shall allocate the designated funding to the specified city, county, or city and county, or other entity, as enumerated in the Statute. (Exhibit B) This Agreement is entered into under the authority of, and in furtherance of the purposes of, the Statute.

#### **2. Purpose**

In accordance with the authority cited above, the Department shall distribute \$250,000 to the City of Carlsbad.

#### **3. Scope of Work**

This distribution is for homelessness prevention and intervention services in partnership with the Community Resource Center. This funding would expand existing homelessness services, including, but not limited to: case management, housing navigation, domestic violence shelters, substance abuse and mental and medical health services.

#### **4. Monitoring**

The City of Carlsbad shall maintain books, records, documents, and other evidence that demonstrates the funding was used for the appropriate purposes, as laid out in the Scope of Work. These books, records, documents, and other evidence shall be made available for audit and inspection by the Department for a period of three years.

Budget Detail and Payment Provisions

The Budget Act of 2019

2240-103-0001—For local assistance, Department of Housing and Community Development..... 25,700,000

Schedule:

1665-Financial Assistance Program.....25,700,000

Provisions:

(1-7 omitted)

8. Of the amount appropriated in this item, \$1,000,000 shall be available to provide the cities of Encinitas, Carlsbad, Oceanside, and Vista \$250,000 each for homelessness prevention and intervention services in partnership with the Community Resource Center. This funding would expand existing homelessness services, including, but not limited to: case management, housing navigation, domestic violence shelters, substance abuse and mental and medical health services.

GENERAL TERMS AND CONDITIONS

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

8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

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

12. **TIMELINESS**: Time is of the essence in this Agreement.

13. **COMPENSATION**: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

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

**AGREEMENT FOR USE OF STATE HOMELESSNESS PREVENTION AND INTERVENTION FUNDS BETWEEN CITY OF CARLSBAD AND COMMUNITY RESOURCE CENTER**

THIS AGREEMENT is made and entered into as of the 1<sup>st</sup> day of July, 2020, by and between the CITY OF CARLSBAD, a municipal corporation, ("City"), and Community Resource Center, a non-profit organization, ("Contractor").

**RECITALS**

A. City requires the professional services of an organization that is experienced in providing housing navigation and case management services for assessment, diversion, placement, prevention and stabilization of its homeless or imminently homeless residents.

B. Contractor has the necessary experience in providing professional services and advice related to all of the areas set forth in recital A.

C. Contractor has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Contractor agree as follows:

**1. SCOPE OF WORK**

City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated by this reference in accordance with this Agreement's terms and conditions.

**2. STANDARD OF PERFORMANCE**

While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the Metropolitan Southern California Area, and will use reasonable diligence and best judgment while exercising its professional skill and expertise.

**3. TERM**

The term of this Agreement will be effective for a period of one year from the date first above written. The City Manager may amend the Agreement to extend it for one (1) additional one (1)-year period or parts thereof. Extensions will be based upon a satisfactory review of Contractor's performance, City needs, and appropriation of funds by the City Council. The parties will prepare a written amendment indicating the effective date and length of the extended Agreement.

**4. TIME IS OF THE ESSENCE**

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

**5. COMPENSATION**

A. The total fee payable for the Services to be performed during the initial Agreement term will be two hundred thirty-seven thousand five hundred dollars (\$237,500) in state grant funds from the Department of Housing and Community Development. Contractor's employees will provide case management and housing navigation services as provided in Exhibit "A" using these funds. Incremental payments, if applicable, should be made as outlined in Exhibit "A". Contractor's budget for expenditure of these funds is set forth in Exhibit "B."

B. No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement.

C. If the City elects to extend the Agreement, the amount shall not exceed two hundred thirty-seven thousand five hundred dollars (\$237,500) per Agreement year.

D. The City reserves the right to withhold a ten percent (10%) retention until City has accepted the work and/or Services specified in Exhibit "A".

#### **6. STATUS OF CONTRACTOR**

Contractor will perform the Services in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. Contractor will be under control of City only as to the result to be accomplished, but will consult with City as necessary. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or subcontractor of Contractor for work done under this Agreement. At the City's election, City may deduct the indemnification amount from any balance owing to Contractor.

#### **7. SUBCONTRACTING**

Contractor will not subcontract any portion of the Services without prior written approval of City, although Contractor may utilize the supplementary assistance of one (1) MSW Intern as described in Exhibit "A." If Contractor subcontracts any Services, Contractor will be fully responsible to City for the acts and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

#### **8. OTHER CONTRACTORS**

The City reserves the right to employ other contractors in connection with the Services.

#### **9. INDEMNIFICATION**

Contractor agrees to indemnify and hold harmless the City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorneys fees arising out of the performance of the work described herein caused by any negligence, recklessness, or willful misconduct of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The parties expressly agree that any payment, attorney's fee, costs or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

## 10. INSURANCE

Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A:-VII"; **OR** with a surplus line insurer on the State of California's List of Approved Surplus Line Insurers (LASLI) with a rating in the latest Best's Key Rating Guide of at least "A:X"; **OR** an alien non-admitted insurer listed by the National Association of Insurance Commissioners (NAIC) latest quarterly listings report.

### 10.1 Coverage and Limits.

Contractor will maintain the types of coverage and minimum limits indicated below, unless the Risk Manager or City Manager approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense. The full limits available to the named insured shall also be available and applicable to the City as an additional insured.

10.1.1 Commercial General Liability (CGL) Insurance. Insurance written on an "occurrence" basis, including personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

10.1.2 Automobile Liability. (if the use of an automobile is involved for Contractor's work for City). \$2,000,000 combined single-limit per accident for bodily injury and property damage.

10.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code. Workers' Compensation will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

10.1.4 Professional Liability. Errors and omissions liability appropriate to Contractor's profession with limits of not less than \$1,000,000 per claim. Coverage must be maintained for a period of five years following the date of completion of the work.

10.2 Additional Provisions. Contractor will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:

10.2.1 The City will be named as an additional insured on Commercial General Liability which shall provide primary coverage to the City.

10.2.2 Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage.

10.2.3 This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without thirty (30) days prior written notice to City sent by certified mail pursuant to the Notice provisions of this Agreement.

10.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Contractor will furnish certificates of insurance and endorsements to City.

10.4 Failure to Maintain Coverage. If Contractor fails to maintain any of these insurance coverages, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

10.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete and certified copies of any or all required insurance policies and endorsements.

**11. BUSINESS LICENSE**

Contractor will obtain and maintain a City of Carlsbad Business License for the term of the Agreement, as may be amended from time-to-time.

**12. ACCOUNTING RECORDS**

Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

**13. OWNERSHIP OF DOCUMENTS**

All work product produced by Contractor or its agents, employees, and subcontractors pursuant to this Agreement is the property of City. In the event this Agreement is terminated, all work product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered at once to City. Contractor will have the right to make one (1) copy of the work product for Contractor's records.

**14. COPYRIGHTS**

Contractor agrees that all copyrights that arise from the services will be vested in City and Contractor relinquishes all claims to the copyrights in favor of City.

**15. NOTICES**

The name of the persons who are authorized to give written notice or to receive written notice on behalf of City and on behalf of Contractor under this Agreement.

For City

Name Holly Nelson  
Title Homeless Program Manager  
Department Police  
City of Carlsbad  
Address 2560 Orion Way  
Carlsbad, CA 92010  
Phone No. 760-931-3824

For Contractor

Name John Van Cleef  
Title Chief Executive Officer  
Address 650 2<sup>nd</sup> Street  
Encinitas, CA 92024  
Phone No. 760-230-6309  
Email johnvancleef@crcncc.org

Email: Holly.nelson@carlsbadca.gov

Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

**16. CONFLICT OF INTEREST**

Contractor shall file a Conflict of Interest Statement with the City Clerk in accordance with the requirements of the City of Carlsbad Conflict of Interest Code. The Contractor shall report investments or interests in all categories.

Yes  No

**17. GENERAL COMPLIANCE WITH LAWS**

Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of Contractor's services with all applicable laws, ordinances and regulations.

Contractor will be aware of the requirements of the Immigration Reform and Control Act of 1986 and will comply with those requirements, including, but not limited to, verifying the eligibility for employment of all agents, employees, subcontractors and consultants whose services are required by this Agreement.

**18. DISCRIMINATION AND HARASSMENT PROHIBITED**

Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

**19. DISPUTE RESOLUTION**

If a dispute should arise regarding the performance of the Services the following procedure will be used to resolve any questions of fact or interpretation not otherwise settled by agreement between the parties. Representatives of Contractor or City will reduce such questions, and their respective views, to writing. A copy of such documented dispute will be forwarded to both parties involved along with recommended methods of resolution, which would be of benefit to both parties. The representative receiving the letter will reply to the letter along with a recommended method of resolution within ten (10) business days. If the resolution thus obtained is unsatisfactory to the aggrieved party, a letter outlining the disputes will be forwarded to the City Manager. The City Manager will consider the facts and solutions recommended by each party and may then opt to direct a solution to the problem. In such cases, the action of the City Manager will be binding upon the parties involved, although nothing in this procedure will prohibit the parties from seeking remedies available to them at law.

**20. TERMINATION**

In the event of the Contractor's failure to prosecute, deliver, or perform the Services, City may terminate this Agreement for nonperformance by notifying Contractor by certified mail of the termination. If City decides to abandon or indefinitely postpone the work or services contemplated by this Agreement, City may terminate this Agreement upon written notice to Contractor. Upon notification of termination, Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a

determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement.

Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement. In this event and upon request of City, Contractor will assemble the work product and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

**21. COVENANTS AGAINST CONTINGENT FEES**

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

**22. CLAIMS AND LAWSUITS**

By signing this Agreement, Contractor agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Contractor acknowledges that if a false claim is submitted to City, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding as the result of which Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

**23. JURISDICTION AND VENUE**

Any action at law or in equity brought by either of the parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Diego, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

**24. SUCCESSORS AND ASSIGNS**

It is mutually understood and agreed that this Agreement will be binding upon City and Contractor and their respective successors. Neither this Agreement nor any part of it nor any monies due or to become due under it may be assigned by Contractor without the prior consent of City, which shall not be unreasonably withheld.

**25. ENTIRE AGREEMENT**

This Agreement, together with any other written document referred to or contemplated by it, along with the purchase order for this Agreement and its provisions, embody the entire Agreement and

understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede the purchase order. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

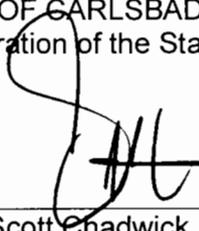
**26. AUTHORITY**

The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

CONTRACTOR

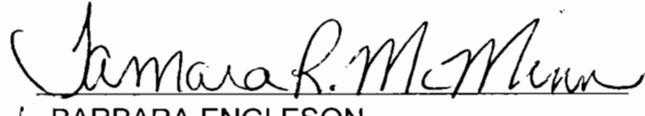
CITY OF CARLSBAD, a municipal corporation of the State of California

By:   
\_\_\_\_\_  
(John Van Cleef, CEO)

By:   
\_\_\_\_\_  
Scott Chadwick, City Manager or  
Geoff Patnoe, Assistant City Manager

ATTEST:

By: \_\_\_\_\_  
(sign here)  
\_\_\_\_\_  
(print name/title)

  
\_\_\_\_\_  
BARBARA ENGLESON  
City Clerk

If required by City, proper notarial acknowledgment of execution by contractor must be attached. If a corporation, Agreement must be signed by one corporate officer from each of the following two groups.

**Group A**  
Chairman,  
President, **or**  
Vice-President

**Group B**  
Secretary,  
Assistant Secretary,  
CFO **or** Assistant Treasurer

**Otherwise**, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

APPROVED AS TO FORM:

CELIA A. BREWER, City Attorney

BY:   
\_\_\_\_\_  
Marissa Kawecki  
Deputy City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

Contractor shall:

- A. Provide at least two (2) staff members comprised of one (1) housing navigator at .25 FTE (10 hours per week) and one (1) case manager at .50 FTE (20 hours per week), each of whom must provide the direct services or direct assistance to the City's homeless residents or those residents at risk of becoming homeless ("Participants"). Contractor may retain the assistance of one (1) second-year MSW student from Cal State San Marcos to supplement the staffing hours as stated, to achieve the outcomes as identified in this Exhibit "A." The MSW student shall receive a stipend in a range between \$4,000 and \$8,000 of the contract value.
- B. All staff must possess a bachelor's degree and have one (1) year of case management experience working with vulnerable populations, such as persons experiencing homelessness, co-occurring disorders, serious mental illness, criminal justice-involved or medically fragile. It is strongly desired to have at least one (1) staff member who is bilingual in both English and Spanish.
- C. Provide services during its regular business hours, between 8:30 a.m. and 5 p.m., Monday through Friday. This agreement does not contemplate emergency services or after-hour obligations, with the exception of participating in public meetings as requested by City. All holidays observed by City may be excluded from these days and hours of operation.
- D. Offer services to Participants at designated locations primarily within, but not limited to, the City of Carlsbad. These locations may include Contractor's offices in Carlsbad and Encinitas, City facilities, faith-based centers, City community sites, public locations or Participants' homes. Service locations shall be determined and modified as needed based on Participant need and convenience. Contractor staff travel is expected in this role and reliable transportation is required.
- E. Abide by the strategies set forth in City's Homeless Response Plan and any amendments thereto, which takes a community focused and collaborative approach to addressing the needs of those experiencing or at risk of homelessness within the City of Carlsbad.
- F. Assist at least 20 individuals, households or families who are homeless, prioritizing those who are chronically homeless, homeless seniors and other vulnerable homeless populations in the City of Carlsbad with strategic basic needs, including finding appropriate, affordable long-term housing placements. In accomplishing this goal, Contractor's Housing Navigator, Case Manager, and MSW intern shall use their best, good faith efforts to complete an assessment, apply diversion strategies, develop an individualized case plan and assist such Participants with obtaining housing and addressing other barriers that may interfere with future housing stability. Case management services shall include financial resources including but not limited to short-term rental assistance for a maximum duration of 9 months, utility assistance, security deposit assistance, housing applications, renter's insurance, employment assistance, new move-in expenses and all other costs interfering with Participants' ability to establish housing. All

services other than short-term rental assistance shall be provided for a duration not to exceed 12 months or the date of contract termination, whichever is sooner.

- G. Assist at least 20 individuals, households or families who are at risk of becoming homeless in the City of Carlsbad as follows: Contractor's Housing Navigator, Case Manager and MSW Intern shall use their best, good faith efforts to complete an assessment; apply diversion strategies; develop a case plan; and assist participants with stabilizing their housing placements with rental assistance, mediation and advocacy, utility assistance, security deposit assistance, employment assistance and all other costs interfering with such Participants' ability to maintain their current household. Contractor agrees to stabilize these Participants' immediate housing needs, while continuing to provide case management services and identifying other potential barriers that may impact Participants' future housing stability. Housing assistance shall be provided for a duration not to exceed 9 months. All other services shall be provided for a duration not to exceed 12 months or the date of contract termination, whichever is sooner.
- H. Operate within the guidelines and principles of the Housing First Model. Contractor will not require Participants to address the full scope of their issues, challenges or barriers before they can access housing, nor will Contractor mandate participation in services either before obtaining housing or in order to retain housing. Supportive services such as rental assistance, landlord/tenant advocacy, security deposits, utility assistance and late fees shall be offered to support Participants with housing stability and individual well-being, but Participants are not required to accept these services. is not required.
- I. Bridge Participants into interim housing resources, such as congregate shelters, transitional housing programs or hotel/motel vouchers, while they search for permanent housing resources.
- J. Connect or refer Participants who desire or need a higher level of care with appropriate community resources, such as mental health referrals to Assertive Community Treatment (ACT), substance use treatment programs, Whole Person Wellness (WPW), Veterans Affairs Supportive Housing (VASH) or Permanent Supportive Housing (PSH) units.
- K. Address financial needs and barriers with Participants by creating a budget and providing financial literacy. Refer Participants who do not have sustainable income to appropriate job training programs, employment resources, Social Security benefits and other long-term, public benefit programs, so they are able to maintain their housing placement.
- L. Receive intervention referrals and make referrals to and from the Carlsbad Homeless Outreach Team (HOT), City staff, community partners, nonprofits and self-referrals. To qualify, Participants must be:
  - 1. Literally homeless; and
  - 2. Experiencing homelessness in the City of Carlsbad. This information can be verified verbally by a provider, self-certification, employment, HOT, HMIS system, bank statements, or a verified mailing address.
- M. Receive prevention referrals and make referrals to and from HOT, City staff, community partners, nonprofits and self-referrals. To qualify, Participants must:

1. Be a resident in the City of Carlsbad. This information can be verified by a rental agreement, utility bill or school documentation;
  2. Be at risk of losing their residence of the time application of homeless assistance is submitted;
  3. Be unable to identify any alternative residence;
  4. As an individual or household, lack the resources or support network needed to obtain other permanent housing;
  5. As an individual or household, Participants receiving prevention support must be considered "low income;" and
  6. Prioritization will be given to individuals or households who have a history of homelessness.
- N. Work collaboratively and maintain communication with City's Homeless Response Program Manager, HOT, faith centers, community partners and any other homeless outreach workers operating in the City of Carlsbad to identify homeless individuals in need of services. City and Contractor shall attend monthly meetings to review and discuss programmatic needs.
- O. Identify gaps in homeless services and assistance needs in the City of Carlsbad, and develop recommendations for community and program improvements in support of City's Homeless Response Plan.
- P. Comply with the following requirements related to documentation:
1. Complete accurate and thorough documentation in a timely manner;
  2. Utilize the Homeless Management Information System (HMIS) to track the entry/exit of Participants;
  3. Maintain data on Participants and outcomes, to be reported on a quarterly basis in coordination with billing invoices (see section Q); and
  4. Housing retention follow-up will be provided at 6 months and 12 months after housing placement.
- Q. Data outcomes will be reported to the City's Homeless Response Program Manager on a quarterly basis, with accompanying narrative, due by the 15<sup>th</sup> of the month on October 15, 2020, January 15, 2021, April 15, 2021; and July 15, 2021. The outcome data shall include:
1. Number of referrals received and the source of the referring party;
  2. Number of Participants who have been screened and consented to services;
  3. Number of Participants who have been screened and denied program eligibility;
  4. Number of Participants placed into permanent housing resources and/or received support to maintain existing housing placement;
  5. Number of Participants who have declined case management services, either initially, or non-participation; and
  6. Total number of referrals to interim housing or higher level of care resources.
- R. All billing invoices shall be submitted monthly and are due by the 15<sup>th</sup> of the month, beginning August 15, 2020 and ending on July 15, 2021. Contractor will submit monthly billing invoices with accompanying documentation for funds expended, which shall include but not be limited

to documentation of timecards, mileage, office supplies, housing receipts, and flex funds receipts.

- S. Operate within the budget set forth in Exhibit "B."
  - a. If there is a possibility that any portion of the total fee payable for the Services under the Agreement is not expended by the date of contract termination, City and Contractor agree to mutually decide how such excess funds will be allocated in the budget. In the event of a mutually agreeable budget modification, Contractor agrees to modify the budget accordingly and attach as an amended Exhibit "B" to this contract.
  - b. City and Contractor further agree to discuss and mutually determine any necessary changes to the budget during the lifetime of the Agreement. In the event of a mutually agreeable budget modification, Contractor agrees to modify the budget accordingly and attach as an amended Exhibit "B" to this contract.
- T. Furnish all general office supplies, printing costs, postage and other incidental costs associated with normal office and service operations related to case management duties.
- U. Within thirty (30) days of contract execution, develop a detailed project plan for implementation of program services based on this scope of services.

Community Resource Center & City of Carlsbad District 76 HPIF Project Budget  
FY 2020/21

Program Services

Assessment *	\$	-
Diversion *	\$	-
Prevention (20) Households (1)	\$	48,720.00
Intervention/Placement (20) Households (1)	\$	127,400.00
Stabilization *	\$	-
<i>Sub Total</i>	\$	<i>176,120.00</i>

Personnel Cost

Housing Navigator (0.25 FTE)	\$	17,063.00
Case Manager (0.50 FTE)	\$	25,823.00
MSW Intern Stipend	\$	4,000.00
<i>Sub Total</i>	\$	<i>46,886.00</i>

Program Support

Travel (2)	\$	1,500.00
Printing & Materials (3)	\$	494.00
<i>Sub Total</i>	\$	<i>1,994.00</i>

**Total Direct Costs** \$ **225,000.00**

Indirect Costs (4) \$ 12,500.00

**Grand Total** \$ **237,500.00**

**Budget Notes:**

- 1 This includes security deposits, rental assistance, transportation etc. referenced in scope of work, Exhibit A.
- 2 Travel for outreach efforts and meetings throughout San Diego County, reimbursed at federal rate of \$.545 per mile, 2,752 miles.
- 3 Printing costs for outreach materials (flyers, cards, etc....)
- 4 Indirect rate is 5% of total direct costs. Allowable Program related expenses: User fees, equipment, accounting, data management, audit fees, etc.