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Contract Number

SAP Number

Community Development and
Housing

Department Contract Representative	Carrie Harmon
Telephone Number	(909) 382-3983
City	City of Needles
City Representative	Patrick J. Martinez, City Manager
Telephone Number	760-326-2115 x113
Contract Term	9/1/2025 – 8/31/2026
Original Contract Amount	\$50,000
Amendment Amount	N/A
Total Contract Amount	\$50,000
Cost Center	6210002628
Grant Number (if applicable)	

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the San Bernardino County Community Development and Housing Department serves as the County’s administrative entity responsible for administering various housing and community development grant funds, including a pool of funds from residual rental receipts available to support the City’s efforts to address homelessness as a small community; and,

WHEREAS, the County recognizes the urgent need to expand homeless services and resources to effectively address homelessness within its jurisdiction, and seeks to partner with the City of Needles (“City”), which will contract with qualified nonprofit and faith-based organizations to deliver outreach, sheltering, and other related services; and,

WHEREAS, such services are essential to bridge service gaps and connect individuals and families experiencing homelessness to stable housing and essential resources; and,

WHEREAS, the City participates in the County’s Community Development Block Grant (“CDBG”) and Community Planning and Development (“CPD”) programming as a partnering city; and

WHEREAS, the City possesses the organizational capacity, administrative expertise, and financial management systems necessary to effectively oversee, manage, and administer the grant-funded homeless services program,

and further has the ability to enter into agreements with qualified nonprofit and faith-based organizations to deliver outreach and shelter services in order to maximize resources and strengthen the continuum of care; and

WHEREAS, both parties desire to enter into this contractual relationship whereby the City through nonprofit and faith based organizations will provide these vital services in accordance with all applicable federal, state, and local requirements;

NOW, THEREFORE, the County and the City mutually agree to the following terms and conditions:

A. DEFINITIONS

- A.1** City of Needles: Refers to the incorporated municipality located in San Bernardino County, California, which is a participating jurisdiction in this Agreement. Unless otherwise specified, all references to “City” shall include its elected officials, officers, employees, agents, and designated representatives acting within the scope of their duties.
- A.2** Community Development and Housing Department (CDH): The County department responsible for administering federal, state, and local community development and housing programs, including this one-time grant allocation from residual rental receipts; promoting sustainable community development initiatives; overseeing affordable housing programs; supporting neighborhood revitalization projects; and ensuring the delivery of essential services to vulnerable populations throughout San Bernardino County.
- A.3** Coordinated Entry System (CES): A centralized, community-wide process designed to identify, engage, and assist households experiencing, or at risk of experiencing, homelessness; coordinate the intake, assessment and referral for services that meet the level of assistance that is most appropriate to resolving their housing crisis; and prioritize the households with the most severe service needs for assistance in a timely manner.
- A.4** County: Refers to San Bernardino County, a political subdivision of the State of California.
- A.5** Emergency Shelter: Any facility, the primary purpose of which is to provide a temporary shelter for homeless persons, in general or for specific populations of homeless persons, and which does not require occupants to sign leases or occupancy agreements.
- A.6** Grant Funding: A one-time grant allocation from a pool of funds from residual rental receipts available to support the City’s efforts to address homelessness as a small community.
- A.7** Homeless: As defined in Section 578.3 of Title 24 of the Code of Federal Regulations.
- A.8** Homeless Management Information System (HMIS): A web-enabled database used by homeless service providers to capture information about the persons they serve. The database tracks services provided to homeless individuals and families by collaborative agencies. Services tracked include emergency, transitional, and permanent housing bed usage, employment, veteran’s status, as well as referrals to health and human service providers, or other relevant supportive service agencies. Captured information is used to make informed decisions in planning, homeless advocacy, and policy development that result in targeted services. HMIS also includes the use of comparable database by victim services provider or legal services provider that is permitted under Part 576 of Title 24 of the Code of Federal Regulations.
- A.9** Homeless Services Program: The program will be designed to provide a focused response to homelessness by addressing immediate needs through outreach, emergency shelter, and other related services. The City will contract with qualified nonprofit and faith-based organizations to deliver these services, ensuring that individuals and families experiencing homelessness are connected to safe shelter, basic necessities, and referrals to supportive community resources.

- A.10 Street Outreach:** Essential Services related to reaching out to unsheltered homeless individuals and families, connecting them with emergency shelter, housing, or critical services, and providing them with urgent, non-facility-based care.

B. CONTRACTOR RESPONSIBILITIES

City shall:

- B.1** Receive a lump-sum payment of grant funds from CDH at the outset of the contract term to administer the Homeless Services Program during the period of September 1, 2025, through August 31, 2026, as detailed in Attachment B – Budget Summary. The City shall be responsible for managing these funds in compliance with all applicable federal, state, and local regulations.
- B.2** Provide the necessary personnel and administrative support, including conducting a competitive procurement process to select qualified nonprofit and/or faith-based Homeless Service Provider(s) to render all services required to implement the Homeless Services Program, as described in Attachment A – Project/Activity Description.
- B.3** Monitor and oversee all work performed by the selected nonprofit and/or faith-based Homeless Service Provider(s) under the Homeless Services Program to ensure compliance with applicable federal, state, and local laws, regulations, and program requirements.
- B.4** Ensure that all contracted nonprofit and/or faith-based Homeless Service Provider(s) utilize both the Homeless Management Information System (HMIS) to record client-level data, service activities, and program outcomes and the Coordinated Entry System (CES) to identify, assess, and prioritize homeless individuals and families for housing and services based on vulnerability and severity of need.
- B.5** Require contracted nonprofit and/or faith-based Homeless Service Provider(s) to submit to the City, on a monthly basis, program progress status reports from HMIS and documentation of costs incurred, including receipts, invoices, and supporting financial records, as a condition of monitoring and auditing purposes.
- B.6** Submit monthly status reports from HMIS, as required by CDH to ensure the program is providing outreach, shelter, and other related services to individuals and families experiencing homelessness and are connected to safe shelter, basic necessities, and referrals to supportive community resources.
- B.7** Prepare, or cause to be prepared, required financial and programmatic audits upon completion of the Program, and return any unexpended or disallowed funds to CDH.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

City agrees any alterations, variations, modifications, or waivers of the provisions of the Contract shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of City and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by the City either in whole or in part.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other Cities for the same or similar services. The County does not guarantee or represent that the City will be permitted to perform any minimum amount of work, or receive a minimum amount of compensation, under the terms of this Contract.

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

C.6 Background Checks for City Personnel

City shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at City's sole expense, on all its personnel providing Services. If requested by the County, City shall provide the results of the background check of each to the County. Such background check shall be in the form generally used by City in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. City personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

C.7 Change of Address

City shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

This Contract shall be governed by and construed according to the laws of the State of California.

C. 9 Compliance with County Policy

In performing the Services and while at any County facilities, City personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the items addressed documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to City or City personnel or may be made available to City or City personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. City shall be responsible for the promulgation and distribution of County Policies to City personnel to the extent necessary and appropriate.

County shall have the right to require City's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

C.10 Confidentiality

City shall protect from unauthorized use or disclosure the names and other identifying information concerning persons receiving Services pursuant to this Contract, except for statistical information

not identifying any participant. City shall not use or disclose any identifying information for any purpose other than carrying out the City's obligations under this Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

City will designate an individual to serve as the primary point of contact for the Contract. City or designee must respond to County inquiries within two (2) business days. City shall not change the primary contact without written acknowledgement to the County. City will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The Community Development and Housing Department Director or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the Services by City. If this contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

C.13 Reserved

C.14 Debarment and Suspension

City certifies that neither it nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). City further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the City agrees that the City and the City's employees, while performing service for the County, on County property, or while using County equipment:

C.15.1 Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

C.15.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

C.15.3 Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where City or City's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The City shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the City has with the County, if the City or City's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

C.17 Employment Discrimination

During the term of the Contract, City shall not discriminate 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, sexual orientation, age, or military and veteran status. City shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires City to use recycled paper for any printed or photocopied material created as a result of this Contract. City is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), City must be able to annually report the County's environmentally preferable purchases. City must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

City shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the City or officer or employee of the City.

C.20 Improper Consideration

City shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

City shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from City. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

City shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The City shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. City will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

C.24 Material Misstatement/Misrepresentation

If, during the course of the administration of this Contract, the County determines that City has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

C.26 Nondisclosure

City shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to City or an agent of City or otherwise made available to City or City's agent in connection with this Contract; or, (2) acquired, obtained, or learned by City or an agent of City in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to:, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by City pursuant to the Contract shall be considered property of the County upon payment for services (and product, if applicable). All such items shall be delivered to County at the completion of work

under the Contract, subject to the requirements of Article D—Term of the Contract. . Unless otherwise directed by County, City may retain copies of such items.

C.29 Reserved Reserved.

C.30 Air, Water Pollution Control, Safety and Health

City shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

C.31 Records

City shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the City's personnel, City's consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto. In the performance of this Contract, City, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County. Any provision of this Contract that may appear to give the County any right to direct the City concerning the details of performing the services/Scope of Work, or to exercise any control over such performance, shall mean only that the City shall follow the direction of the County concerning the end results of the performance.

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or City's relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County

In the performance of this Agreement, City, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the San Bernardino County.

C.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

C.36 Subcontracting

City shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, City shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. City shall remain

directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to City Personnel.

For any subcontractor, City shall:

- 36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Contractor Responsibilities, C. General Contract Requirements and G. Insurance and Indemnification.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the Subcontractors. City agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C. 37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon City or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. City and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by City for County.

C.38 Termination for Convenience

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the City for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice City shall promptly discontinue services unless the notice directs otherwise. City shall deliver promptly to County and transfer title (if necessary) to all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions.

C.40 Venue

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino County, San Bernardino District.

C.41 Conflict of Interest

City shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. City shall make a reasonable effort to prevent officers, employees, subcontractors, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict-of-interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom City's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

City agrees to provide, or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent City. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of City. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from The City. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The City also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

City is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the City will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the City is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the City will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the San Bernardino County as the funding agency and City as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication. To the extent this Contract is federally funded, City shall provide any information necessary to the County in order to comply with Federal Acquisition Regulation 52.227-15. To the extent applicable, the provisions of Federal Acquisition Regulation 52.227-14 Rights in Data - General shall apply.

C.45 Reserved**C.46 Reserved****C.47 Reserved****C.48 California Consumer Privacy Act**

To the extent applicable, if City is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, City must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. City must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. City must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. City must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. City must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

C.49 Reserved**C.50 Reserved****C.51 Reserved****C.52 Reserved****C.53 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18).**

In compliance with Federal Acquisition Regulation 52.203-18, Contractor shall not require employees or subcontractors of Contractor seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent Contractor has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Contractor shall notify current

employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.

C.54 Use of Biobased Products (FAR 52.223-1)

Contractor certifies that to the extent biobased products are purchased using Contract funds, Contractor shall comply with Federal Acquisition Regulation 52.223-1.

C.55 Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4)

To the extent applicable, Contractor agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

C.56 Reserved

D. TERM OF CONTRACT

This Contract is effective as of September 1, 2025, and expires August 31, 2026, but may be terminated earlier in accordance with provisions of this Contract.

D.1 Early Termination

Either party may terminate this Contract without cause upon thirty (30) days' written notice. The CDH Director, or designee, is authorized to exercise CDH's rights concerning any termination of the Contract. The City's Manager, or designee, has the authority to terminate this Contract on behalf of City.

E. COUNTY RESPONSIBILITIES

CDH shall:

E.1 Project Manager Assignment: Appoint a qualified staff member to serve as the Project Manager for the Homeless Services Program. The Project Manager will serve as the primary liaison between CDH and City throughout the contract term.

E.2 Program Initiation: Conduct a kick-off meeting with City within thirty (30) days of contract execution to review agreement terms, performance requirements, reporting procedures, and program expectations.

E.3 Technical Assistance and Guidance: Provide ongoing technical assistance, program guidance, and support to City, including timely communication of any concerns, recommendations for addressing operational challenges, or required procedural modifications.

E.4 Report Processing: Review City's monthly program progress reports from HMIS within thirty (30) calendar days of receipt, ensuring compliance with contract requirements.

E.5 Program Monitoring: Conduct routine monitoring of City's program implementation, including periodic site visits, file reviews, and performance assessments to ensure compliance with contractual obligations.

E.6 Program Closeout: Manage the program closeout process, including final report review, financial reconciliation, and completion of all required documentation to satisfy grant requirements.

E.7 Regulatory Compliance Oversight: Ensure compliance with all applicable federal regulations governing the Homeless Services Program. City acknowledges that CDH has sole responsibility and authority to represent the County in administering grant programs and maintaining full discretion over fund allocation decisions.

- E.8 Collaborative Outreach:** Partner with City to develop and implement outreach strategies to promote program awareness, maximize enrollment of eligible participants, and publicize program achievements and positive outcomes to stakeholders and the broader community.

F MUTUAL RESPONSIBILITIES

F.1 City and CDH shall, in good faith:

- F.1.1** Establish a satisfactory method for the exchange of information, as it may be necessary for each party to perform its duties and functions under this Contract and ensure all data and information is protected from improper disclosure in accordance with applicable laws.
- F.1.2** Establish a mutually satisfactory method for problem resolution at the lowest level possible, with a procedure to mobilize problem resolution up through City and CDH's mutual chain of command, as deemed necessary.

G. FISCAL PROVISIONS

- G.1** The maximum amount payable under this Contract shall not exceed Fifty Thousand Dollars (\$50,000), as referenced in Attachment B – Budget Summary, and is subject to the availability of grant funds. The consideration to be paid to the City, as provided herein, shall constitute full payment for all services and expenses incurred in the performance of this Contract, and is subject to proper documentation per Section I – Right to Monitor and Audit.
- G.2** CDH shall provide the City with a lump-sum payment of grant funds at the outset of the contract term to administer the Homeless Services Program. The City shall be responsible for disbursing these funds to selected nonprofit and/or faith-based service providers and for ensuring all expenditures comply with applicable federal, state, and local regulations, as well as Attachment B – Budget Summary.
- G.2.1** The City shall maintain monthly financial documentation demonstrating the use of funds, including invoices, receipts, and supporting records from the selected nonprofit/faith-based subrecipients and will be made available upon request from CDH.
- G.2.2** Monthly program progress reports from HMIS shall be submitted no later than fifteen (15) calendar days following the end of each month. Reports shall be transmitted to:
- Community Development and Housing Department
Email: CDBG.Info@cdh.sbcounty.gov
- G.2.3** CDH may review the City's documentation at any time to verify expenditures. In the event of insufficient backup documentation, questioned costs, or noncompliance, CDH may require corrective action, recapture of funds, or adjustment of the City's future funding eligibility.
- G.3** Any unexpended, unencumbered, or disallowed funds remaining at the conclusion of the contract term shall be returned to CDH within thirty (30) calendar days of contract close-out or final audit determination.
- G.4** City shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the City's designated checking or other bank account. City shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- G.5** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on City or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

- G.6** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. City shall not use current year funds to pay prior or future year obligations.
- G.7** Funds made available under this Contract shall not supplant any federal, state, or local governmental funds intended for services of the same nature as this Contract. City shall not claim reimbursement or payment from CDH for, or apply for, the sums received from CDH with respect to that portion of its obligations, that have been paid by another source of revenue. City agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of CDH.
- G.8** City shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract (see Attachment C County's Travel Management Policy for reference). In addition, City is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

H. INDEMNIFICATION AND INSURANCE REQUIREMENTS

H.1 Indemnification

The City agrees to and will also ensure that the contracted nonprofits/faith based organizations indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The City indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

H.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

H.3 Waiver of Subrogation Rights

The City shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the City and City's employees or agents from waiving the right of subrogation prior to a loss or claim. The City hereby waives all rights of subrogation against the County.

H.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

H.5 Severability of Interests

The City agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the City and the County or between the County and any other insured or additional insured under the policy.

H.6 Proof of Coverage

The City shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and City shall maintain such insurance from the time City commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the City shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

H.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".

H.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

H.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by The City or County payments to the City will be reduced to pay for County purchased insurance.

H.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. City agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

H.11 The City agrees to provide insurance and will also ensure that the contracted nonprofits/faith-based organizations to provide insurance set forth in accordance with the requirements herein. If the City or the contracted nonprofits/faith-based organizations uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the City agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the City shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

H.11.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the City and all risks to such persons under this contract.

If City has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

H.11.2 Commercial/General Liability Insurance –City The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of The City providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
 - b. Products and completed operations.
 - c. Broad form property damage (including completed operations).
 - d. Explosion, collapse and underground hazards.
 - e. Personal injury.
 - f. Contractual liability.
- \$2,000,000 general aggregate limit.

H.11.3 Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the City is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the City owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

H.11.4 Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

H.11.5 Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

H.11.6 Reserved

H.11.7 Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

H.11.8 Abuse/Molestation Insurance – City shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

I. RIGHT TO MONITOR AND AUDIT

- I.1** The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of City in the delivery of services provided under this Contract. City shall give full cooperation in any auditing or monitoring conducted. City shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.
- I.2** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under this Contract or until all pending County, State and Federal audits are completed, whichever is later.
- I.3** City agrees to prepare and submit financial, program progress, evaluations, and other such reports as required by CDH. City shall maintain such property, personnel, financial and other records and accounts as are considered necessary by the County Auditor to ensure proper accounting for the HOMELESS SERVICES PROGRAM funds. All City records, with the exception of confidential client information, shall be made available to representatives of CDH and appropriate federal agencies during normal business hours.
- I.4** City shall be responsible for maintaining complete and separate fiscal accounts for Grant Funds, which come under its control. City shall provide the fiscal reports on said grant funds as required by CDH to permit the tracing of all grant funds to its final expenditure. City will submit to CDH

complete and detailed activity descriptions, budgets, and expenses for each HOMELESS SERVICES PROGRAM, along with monthly reports of grant expenditures.

I.5 The CDH Director, or designee, will conduct periodic monitoring of City administration of the HOMELESS SERVICES PROGRAM. Monitoring will focus on the extent to which federal regulations have been met, the effectiveness of program management, and the organization and presence of all files, records, and other documents related to the performance of this Contract. City will permit on-site inspection by CDH representatives, and ensure that its employees furnish such information, as in the judgment of CDH representatives, may be relevant to a question of compliance with contractual conditions and grant directives, or the effectiveness, legality, and achievements of the program.

I.6 Records of City that do not pertain to the service under this Contract shall not be subject to review or audit unless otherwise necessary for understanding grant expenditures.

J. CORRECTION OF PERFORMANCE DEFICIENCIES

J.1 Failure by City to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

J.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford City thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to City for and during the period in which City is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by City but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to City. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to The City under this Contract and the balance, if any, shall be paid by The City upon demand.

K. NOTICES

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

Community Development and Housing
Attn: Carrie Harmon, Director
560 East Hospitality Lane, Suite 200
San Bernardino, CA 92415-0043

City of Needles.
Attn: Patrick J. Martinez
817 Third Street
Needles, CA 92363

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

L. ENTIRE AGREEMENT

This Contract, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

M. ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, San Bernardino County and the City have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY



Ariel Gill, Supervising Buyer

Date: _____

City of Needles
(Print or type name of corporation, company, contractor, etc.)

By

(Authorized signature — sign in blue ink)

Name Patrick J. Martinez
(Print or type name of person signing contract)

Title City Manager
(Print or Type)

Date: _____

Address: 817 Third Street
Needles, CA 92363

FOR COUNTY USE ONLY

Approved as to Legal Form

County Counsel

Date _____

Reviewed for Contract Compliance

Date _____

Reviewed/Approved by Department

Date _____

ATTACHMENT A

PROJECT/ACTIVITY DESCRIPTION

HOMELESS SERVICES PROGRAM:

This program will provide Grant Funding to the City of Needles to create a program to expand homeless services and resources to effectively address homelessness within its jurisdiction, and seeks to contract with qualified nonprofit and faith-based organizations to deliver outreach and sheltering services to bridge service gaps and connect individuals and families experiencing homelessness to stable housing and essential resources. The City will ensure that all contracted nonprofit and/or faith-based Homeless Service Provider(s) utilize both HMIS to record client-level data, service activities, and program outcomes and CES to identify, assess, and prioritize homeless individuals and families for housing and services based on vulnerability and severity of need. The City will then provide monthly status reports from HMIS to CDH to ensure program compliance.

The program is expected to serve around eight (8) Participants, providing weekly outreach and shelter services. Each Participant will be seen weekly, resulting in approximately 52 client visits annually. The goal of the Program is to provide case management services to increase housing stability and provide support services and to connect the Participants with employment, medical and other related services needed.

TIME OF PERFORMANCE:

September 1, 2025, through August 31, 2026

ESTIMATED MEASURABLE OUTCOME/MILESTONES

FISCAL YEAR 2025-26 (September 1, 2025 – AUGUST 31, 2026)				
	September - November	December - February	March - May	June – August
Number of Unduplicated Participants	4	4		
Number of Case Management Visits	13	13	13	13
Number of Participants Sheltered (Interim/Permanent Housing)	2	4	2	

ATTACHMENT B
BUDGET SUMMARY

Homeless Services Program	FISCAL YEAR 2025-26 Funding
Program Services -To include Personnel, Operating Costs and Consumable Supplies Needed to Provide Homeless Services.	\$50,000

Time of Performance: September 1, 2025, through August 31, 2026

Special Instructions or Restrictions:

For programs with multiple funding sources, administrative and indirect costs charged to this grant must be determined by using the approved Cost Allocation Plan.

The City shall receive an advancement of grant funds to administer the Homeless Services Program. The City and all contracted nonprofit and/or faith-based organizations shall maintain complete and accurate financial records of all costs incurred under the Program, including personnel, operating expenses, and consumable supplies necessary to provide homeless services. Such financial records shall be retained by the City and its subcontractors and made available to CDH for inspection, monitoring, or audit upon request.

The City shall submit to CDH a monthly program progress status report from HMIS no later than fifteen (15) calendar days following the end of each month, demonstrating the services provided under the Program and the corresponding use of funds.

ATTACHMENT C
TRAVEL MANAGEMENT POLICY

	COUNTY OF SAN BERNARDINO STANDARD PRACTICE	No. 08-02 SP 1 PAGE 1 OF 4 EFFECTIVE DATE January 14, 2025
POLICY: TRAVEL MANAGEMENT SP: Guidelines for Travel		APPROVED LUTHER SNOKE Chief Executive Officer

PURPOSE

It is the policy of the Board of Supervisors to manage travel in the most efficient and cost-effective manner, through uniform procedures that provide internal controls and balance the travel requirements of the County and the County Traveler (County Policy 08-02, TRAVEL MANAGEMENT).

The purpose of this Standard Practice is to promote efficient use of County resources and strengthen internal controls by establishing uniform travel procedures.

DEPARTMENTS AFFECTED

Board of Supervisors, all County Agencies, Departments, Board-Governed Special Districts, Board-Governed Entities

DEFINITIONS

Appointing Authority – The executive or administrative head of a department, division or agency.

County Business – Any activity directly related to the necessary and required purposes and functions of the County.

County Traveler – Any County employee, applicant, board/commission/committee member, volunteer, or authorized contractor or consultant that may be required to comply with this policy pursuant to a contract for professional services, traveling on County Business. To the extent possible and feasible, this policy is to be applied to witnesses, in-custody persons, and patients traveling at the expense of the County.

PROCEDURES

Travel Expenses and General Conditions

- A. Travel on County Business must be arranged and authorized in accordance with provisions specified in applicable Memoranda of Understanding with employee bargaining units, County Code, other specific Board action, and/or procedures established by the Auditor-Controller/Treasurer/Tax Collector. The Appointing Authority should consider the nature of the trip, appropriateness of the individual to represent the organization, length of stay, mode of transportation, cost effectiveness of the request and any other relevant information regarding all travel requests including, but not limited to:
 1. Local travel;
 2. Out-of-state travel (County Code § 13.0613);
 3. Out-of-country travel (County Policy No. 08-04); or
 4. Travel reimbursed by a non-County source.
- B. Arrangements for transportation, lodging or registration fees may be made with a County-approved credit card.
- C. Travel expenses shall be carefully monitored by each department, division and agency, using designated accounting strings.
- D. Taking into consideration Paragraph H, County Travelers shall seek to use the lowest rate available for the type of service or accommodation being utilized that meets their needs and minimizes risks including negotiated airline, hotel and rental car contracts (for instance, the County utilizes a negotiated contract for rental car activities). An exception for airfare travel would apply if the flight time is longer than 8 hours, as travelers would be able to purchase premium economy class flights.

**COUNTY OF SAN BERNARDINO
STANDARD PRACTICE**

No. 08-02 SP 1

PAGE 2 OF 4

EFFECTIVE DATE January 14, 2025

Business class and First Class would not be allowed. Additional exceptions may be made when an Appointing Authority determines that an overriding operational consideration, medical condition or disability, or a security consideration requires flexibility in order to serve the best interests of the County, or if a lower rate is not reasonably available.

- E. County Travelers eligible for reimbursement of actual and necessary expenses for transportation, meals, lodging and incidentals such as parking, telephone calls, tolls, and gratuities that are allowed by the department for authorized travel shall submit an Auditor-Controller/Treasurer/Tax Collector Travel Request Form (TRF) along with any supporting receipts to the Auditor-Controller/Treasurer/Tax Collector. All such reimbursements shall be subject to the conditions set forth in County Travel Policies, this Standard Practice, and the provisions of the applicable Memoranda of Understanding (MOU) with employee bargaining units and/or the Exempt Group Working Conditions Ordinance. Only expenses incurred as part of County Business and authorized by the Appointing Authority shall be included on this form and reimbursed. County Travelers who are not County Employees will be subject to the terms included in this Standard Practice when eligible for reimbursement for expenses incurred during the conduct of County business as authorized by the Appointing Authority.
- F. County Travelers shall complete the relevant expense section on the TRF for all overnight or out-of-state travel. The TRF is to be fully completed in addition to the Cal-Card Justification packet. The TRF is used to collect and report actual costs incurred for overnight or out-of state travel. Once completed, the TRF should be signed by the County Traveler, Appointing Authority (or designee) and submitted with the Cal-Card Justification packet, if applicable. The TRF is available on the Auditor-Controller/Treasurer/Tax Collector and the Purchasing Department websites.
- G. Any payment for or reimbursement of travel expenses from any non-County source must be approved by the Appointing Authority in advance of booking said travel. In certain situations, payment or reimbursement by a non-County source may create a conflict of interest, and for certain employees may be subject to reporting on financial disclosure forms. In such situations, the Appointing Authority should contact County Counsel for legal advice.
 - 1. County Travelers receiving reimbursement from a non-County source for travel on County time (such as statewide committees and vendor-paid training or product evaluation pursuant to a contract) shall forward documentation of the reimbursement to the Appointing Authority for handling and deposit if the traveler intends to submit a TRF to the County or use County resources to travel. The claim for actual and necessary expenses for transportation, meals, lodging and incidentals is subject to the conditions set forth in County Travel Policies and this Standard Practice.
 - 2. If an organization or vendor pays costs directly to an airline, hotel or other provider on a County Traveler's behalf, documentation must be provided to the Appointing Authority if a TRF is submitted to the County for reimbursement of other travel costs. Further, in situations where a County Traveler is reimbursed directly for expenses without remittance to the Appointing Authority, all County policies regarding conflict of interest, need for disclosure, ethics and vendor relations shall apply and the County Traveler will be responsible for providing appropriate documentation to support all of these requirements.
- H. Arrangements for transportation, lodging, registration fees, or other travel expenses shall be carefully monitored by the department. Reservations should be made as far in advance as possible to take advantage of discounts and special offers, and County Travelers shall request the government rate or lowest cost to the County when making travel arrangements. Non-refundable airline ticket options must be utilized whenever possible to minimize travel costs. Costs resulting from changes to non-refundable tickets in response to a County need or interest are valid County expenses.

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- I. Lodging costs may exceed the County's established rate(s) in the applicable MOU under special conditions:
 - 1. A conference or convention sponsored by a California state or regional association for which the sponsor has arranged for the lodging, registration at a pre-arranged group rate may be permitted with advance written authorization of the Appointing Authority.
 - 2. When a County Traveler is attending a conference or convention that is being sponsored by an organization of which the County department or employee is a member and where seminars or committee meetings are to be held at a particular hotel, or when events are scheduled for evening hours, the Appointing Authority may authorize lodging at the designated hotel.
 - 3. If County Business requires lodging in an area of unusually high cost (as defined in the applicable MOU).
- J. If cancellation is necessary, County Travelers are responsible for canceling lodging or accommodations before the cancellation period ends and should record the cancellation number and justification in case disputes arise.
- K. Departments are responsible for tracking unused refundable tickets and available credit for unused non-refundable tickets, to be applied to future County travel. The County Traveler shall retain ownership of denied boarding compensation if a County Traveler is traveling on County Business and a carrier denies the County Traveler a confirmed reserved seat on an airplane. If voluntarily vacating a seat will not interfere with the performance of official duties, and if any additional travel expenses incurred as a result of vacating the seat are borne by the employee and not reimbursed, the employee may keep the compensation from an airline for vacating a seat when the airline asks for volunteers. In this situation, the County Employee must also utilize appropriate leave for the additional hours, if volunteering delays travel during work hours.
- L. Travel expenses may not be claimed for relatives or guests of a County Traveler.
- M. Special lodging such as accommodations in apartments, recreational vehicle parks or campgrounds, or other semi-permanent lodgings that require a contractual agreement shall be presented for review and advance written authorization of the Chief Executive Officer and processed through existing County Procedures.
- N. At the discretion of the Appointing Authority, County Travelers may be able to claim lodging on the evening prior to a function, or for the last evening of a function. Costs for a Saturday night stay may be reimbursable to a County Traveler if it reduces the ticket cost to the County more than any additional lodging/meals/parking costs, and is well-documented as a clear savings to the County.
- O. If the County Traveler chooses to extend his/her stay during the work week at personal expense, Appointing Authority approval is required in advance and is subject to the County Traveler's work schedule or approval of a request for leave time. Any increase in costs to the County for modified travel arrangements shall be reimbursed to the County (e.g. switching a return flight previously scheduled for Friday to Sunday).
- P. County Travelers may upgrade tickets or accommodations, such as early bird boarding and preferred seating, provided that the County Traveler personally pays for the difference in cost for such upgrade. The County Traveler must provide written documentation of payment, and demonstrate that the cost does not exceed that which would have been incurred had the upgrade not been made.
- Q. The County will not reimburse for any type of travel insurance (trip cancellation or interruption, accidental death or disability, loss of personal belongings, etc.) unless the Appointing Authority requests the County Traveler to purchase such coverage.

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STANDARD PRACTICE****No. 08-02 SP 1****PAGE 4 OF 4****EFFECTIVE DATE** January 14, 2025

- R. The County will not reimburse for certain personal charges, including, but not limited to, alcohol, in-flight movie or internet charges, airport/hotel wireless internet charges (other than for a business purpose), or other miscellaneous charges at the discretion of the County Traveler's personal choice. Valet parking will not be reimbursed unless self-parking is not available or security is a concern. Exceptions may be authorized in certain circumstances with approval of the Appointing Authority.
- S. For Fair Labor Standards Act (FLSA) - covered employees, County travel may impact certain aspects of employment such as compensation for overtime. It is not the intent of the County Travel Policy or this Standard Practice to address these types of issues. Any questions on such matters should be directed to the department's Human Resources Business Partner.
- T. Non-compliance with the provisions of this Standard Practice may result in withholding reimbursement, revoking of an County approved credit card and/or other disciplinary action up to and including terminating employment.

LEAD DEPARTMENT

County Administrative Office

	COUNTY OF SAN BERNARDINO POLICY MANUAL	No. 08-02 PAGE 1 OF 1 EFFECTIVE DATE March 20, 2018
POLICY: TRAVEL MANAGEMENT		APPROVED ROBERT A. LOVINGOOD Chairman, Board of Supervisors

POLICY STATEMENT AND PURPOSE
It is the policy of the Board of Supervisors (Board) to manage travel in the most efficient and cost-effective manner, through uniform procedures that provide internal controls and balance the travel requirements of County operations and the County Traveler(s).

It is the intent of this policy to implement best practices that demonstrate transparency and accountability by using the most cost effective rates and reasonable methods for the type of services needed, and by managing reimbursements according to provisions of the Memoranda of Understanding with employee bargaining units, County Code, or other specific Board action, and in compliance with Purchasing Department and Auditor-Controller requirements.

DEPARTMENTS AFFECTED
Board of Supervisors, all County Agencies, Departments, Board-Governed Special Districts, Board-Governed Entities

DEFINITIONS
Appointing Authority – The executive or administrative head of a department, division or agency.

County Business – Any activity directly related to the necessary and required purposes and functions of the County.

County Traveler – Any County employee, applicant, board/commission/committee member, volunteer, or authorized contractor or consultant that may be required to comply with this policy pursuant to a contract for professional services, traveling on County Business. To the extent possible and feasible, this policy is to be applied to witnesses, in-custody persons, and patients traveling at the expense of the County.

POLICY AMPLIFICATION
The County has a fiduciary and ethical responsibility to manage and protect public funds when utilizing taxpayer dollars for transportation and other travel expenditures. County Travelers should travel only on County Business when necessary and when the Appointing Authority determines it to be in the best interest of the County. It is the responsibility of the Appointing Authority to determine the need for and approve each request to travel on County Business.

Appointing Authorities are responsible for developing internal procedures that reference and meet the intent of this policy and the associated standard practice(s).

LEAD DEPARTMENT
County Administrative Office

APPROVAL HISTORY
Adopted June 23, 2015 (Item Number 37) **Amended** March 20, 2018 (Item Number 22)

REVIEW DATES
March 2023