

**Sierra County
Board of Supervisors'
Agenda Transmittal &
Record of Proceedings**

MEETING DATE: May 19, 2020	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: Public Health
APPROVING PARTY: Lea Salas, Administrative Director
PHONE NUMBER: (530) 993-6746

AGENDA ITEM: Resolution Approving the Business, Consumer Services and Housing Agency's COVID-19 Emergency Homeless Funding Agreement # 20-HCFC-00064 and authorizing Lea Salas, Administrative Director of Behavioral Health, to sign the Agreement

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: Please see attached memo

FUNDING SOURCE: 0515670
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$10,000.00 N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

Memorandum

To: Sierra County Board of Supervisors
From: Lea Salas, Administrative Director
Reference: Agenda Item
Date of memo: May 12, 2020
Date of Board Meeting: May 19, 2020

Requested Action: Resolution Approving the Business, Consumer Services and Housing Agency's COVID-19 Emergency Homeless Funding Agreement # 20-HCFC-00064 and authorizing Lea Salas, Administrative Director of Behavioral Health, to sign the Agreement

Mandated by: Senate Bill 89

Funding

Budgeted? YesX No

Revenue	\$10,000	COVID HCFC
Expenses	\$10,000	COVID HCFC
Difference	0	

Background Information: In response to the COVID-19 outbreak and to protect the health and safety of people experiencing homelessness, Governor Gavin Newsom signed SB 89 on March 17 allocating funding to help protect this vulnerable population. Sierra County was awarded a grant in the amount of \$10,000. The purpose of this funding is to protect the health and safety of people experiencing homelessness and reduce the spread of the COVID-19 outbreak.

Specifically, this award is intended for the investments into COVID-19 prevention and containment efforts for shelters, including, but not limited to, medically indicated services and supplies, such as testing and handwashing stations, and enhancements to existing shelter facilities. This will allow for proper social distancing and isolation to reduce the Spread of COVID-19 among the homeless population. While eligible uses for funding are broad and should be determined based on the need of the jurisdiction, suggested uses include but are not limited to:

- Emergency Shelter Operations – furnishings, supplies, and equipment needed to maintain a sanitary shelter environment of clients and staff.
- Shelter Capacity – support for increasing shelter capacity and the acquisition of new shelters.
- Isolation Capacity – support for the acquisition/lease of hotels, motels, trailers, and other alternative isolation placements.
- Street Outreach – supplies and equipment needed to protect staff engaging with unsheltered from COVID-19 and to meet the urgent physical needs of people experiencing homelessness.
- Transportation - support for the transportation of those experiencing homelessness to and from shelters and medical care.
- Staffing – support for additional staff for infectious disease preparedness and case management for clients.

Sierra County must have an expenditure plan in place by June 30, 2020 and has two years to expend the funds. The county may choose to keep the funds to address unforeseen Sierra County COVID-19 related homelessness issues or may choose to direct the funds to the NorCal Continuum of Care.

Potential Issues to consider:

Alternatives or Impacts of disapproval:

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

RESOLUTION NO. _____

IN THE MATTER OF APPROVING THE BUSINESS, CONSUMER SERVICES, AND HOUSING AGENCY'S COVID-19 EMERGENCY HOMELESS FUNDING AGREEMENT # 20-HCFC-00064 AND AUTHORIZING LEA SALAS, ADMINISTRATIVE DIRECTOR OF BEHAVIORAL HEALTH, TO SIGN THE AGREEMENT

WHEREAS, the Sierra County Board of Supervisors approved the Business, Consumer Services, and Housing Agency's COVID-19 Emergency Homeless Funding Agreement Number 20-HCFC-00064; and

NOW THEREFORE BE IT RESOLVED, the Sierra County Board of Supervisors authorizes Lea Salas, Administrative Director of Behavioral Health, to sign the agreement and all invoices to secure funds.

ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the 19th day of May, 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

JIM BEARD
Chairman, Board of Supervisors

Date

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

DAVID PRENTICE
County Counsel

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20-HCFC-00064

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Business, Consumer Services, and Housing Agency

CONTRACTOR NAME

County-Sierra

2. The term of this Agreement is:

START DATE

Upon BCSH Approval

THROUGH END DATE

06/30/2020

3. The maximum amount of this Agreement is:

\$10,000.00

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	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C *	General Terms and Conditions	
+		
-		

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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.)

County-Sierra

CONTRACTOR BUSINESS ADDRESS

PO Box 265

CITY

Loyalton

STATE

CA

ZIP

96118

PRINTED NAME OF PERSON SIGNING

Lea Salas

TITLE

Administrative Director Behavioral Health

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

5/12/2020

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Business, Consumer Services, and Housing Agency

CONTRACTING AGENCY ADDRESS

915 Capitol Mall, Suite 350A

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Lourdes Castro Ramirez

TITLE

Secretary

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Standard Agreement
EXHIBIT A
AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. Authority

Pursuant to the provisions of Section 36.00, Chapter 2, Statutes of 2020, and the augmentation to Budget Act of 2019 Item 0515-101-0001 described in the March 18, 2020 letter from the Department of Finance to the Joint Legislative Budget Committee, the Homeless Coordinating and Financing Council ("HCFC"), which exists within the Business, Consumer Services and Housing Agency ("BCSH" or "Agency"), shall allocate a total of \$100,000,000.00 to Continuums of Care, Large Cities (population of 300,000+) and Counties, divided proportionally based on the allocations they are eligible to receive through the Homeless Housing, Assistance, and Prevention program ("HHAP"). This Agreement is entered into under the authority of, and in furtherance of the purposes of, the Budget Act of 2019.

2. Purpose

The purpose of this grant funding is to provide support to Continuums of Care, Large Cities, and Counties to protect the health and safety of homeless populations and reduce the spread of the COVID-19 outbreak. In accordance with the authority cited above, the HCFC shall distribute **\$10,000.00** to the **County of Sierra**.

3. Scope of Work

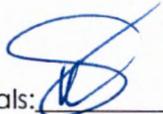
The **County of Sierra** shall use **\$10,000.00** to invest in COVID-19 prevention and containment efforts for temporary shelters, including, but not limited to, medically-indicated services and supplies, such as testing and handwashing stations, and enhancements to existing shelter facilities. The intent of these investments is to allow for proper social distancing and isolation to reduce the spread of COVID-19 among the homeless population.

4. Monitoring

County of Sierra 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 HCFC and Agency for a period of three years.

A. Annual Report Deadlines

The **County of Sierra** shall submit an expenditure report to Agency on a form and method provided by Agency, by July 1, 2020 and January 1, 2021. If the **County of Sierra** fails to provide such documentation, Agency may disencumber any portion of the amount authorized by this Agreement with a 14-day written notification.

Initials:  _____

B. Reporting Requirements

The expenditure report shall contain detailed information including the following:

1. An ongoing tracking of the specific uses and expenditures of any program funds broken out by uses listed below, including the current status of those funds:
 - a. Diversion
 - b. Prevention
 - c. Shelter
 - d. Services and infection control
 - e. Other

2. Any additional information that Agency requests.

In addition to the reports, Agency may require supplemental reporting with written notice to the **County of Sierra**.

5. Expenditure Deadline

Pursuant to Assembly Bill 74, Statutes of 2019, Chapter 23 (Budget Act of 2019) SEC. 1.80, funds shall be encumbered by June 30, 2020.

Initials: _____



EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Agreement Amount

The total amount of this Agreement shall not exceed **\$10,000.00**.

2. General Conditions for Disbursement

General Requirements – All grantees must submit the following forms prior to funds being released:

- A. Request for Funds Form (RFF),
- B. Signed and dated PDF of the STD. 213

3. SB-89 Budget Act of 2019

SEC. 36.00. Notwithstanding any other law, \$500,000,000 is hereby appropriated from the General Fund to any item for any purpose related to the March 4, 2020 proclamation of a state of emergency upon order of the Director of Finance. Funds appropriated in this section may not be expended prior to 72 hours after the Director of Finance notifies the Joint Legislative Budget Committee in writing of the purposes of the planned expenditure. The chairperson of the Joint Legislative Budget Committee or the chairperson's designee may shorten the 72-hour period by written notification. The amount of the appropriation in this section may be increased in increments of \$50,000,000 no sooner than 72 hours after the Director of Finance notifies the Joint Legislative Budget Committee of the need for the increase. The chairperson of the Joint Legislative Budget Committee or the chairperson's designee may shorten the 72-hour period by written notification. The total appropriation under this section shall not exceed \$1,000,000,000.

Initials: _____



EXHIBIT C

GENERAL TERMS AND CONDITIONS

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.

1. **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.
2. **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.
3. **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).
4. **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.
5. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
6. **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.

Initials: _____



7. **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.
8. **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).
9. **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.

10. **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.

Initials: 

11. **TIMELINESS:** Time is of the essence in this Agreement.
12. **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.
13. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
14. **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.

Initials: 

15. **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.
16. **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.
17. **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.)
18. **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).)

Initial: _____



BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
HOMELESS COORDINATING AND FINANCING COUNCIL (REV 9/18)
915 Capitol Mall, Suite 350-A
Sacramento, CA 95814
Phone: (916) 653-4090
Fax: (916) 653-3815



COVID-19 EMERGENCY HOMELESS FUNDING

REQUEST FOR FUNDS FORM

Contract Number **20-HCFC-00064**

Invoice Number

Expiration Date: **6/30/2020**

Grantee Name: **County-Sierra**

Contact Person: **Lea Salas**

Address: **PO Box 265**

Contact Person Title: **Administrative Director of Behavioral Health**

City: **Loyalton**

E-mail: **lsalas@sierracounty.ca.gov**

State & Zip: **CA, 96118**

Phone No.: **530-993-6791**

COVID-19 EMERGENCY HOMELESSNESS FUNDING BREAKDOWN

AWARD

Draw Amount

TOTAL:

\$10,000.00

CERTIFICATION

**By signing this form, I certify to the best of my knowledge and belief that the form is true, complete, and accurate, and the activities and budget are for the purposes and objectives set forth in the terms and conditions of the Standard Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.*

Lea Salas

5/12/2020

Name of Authorized Person

Date:

Lea Salas

5/12/2020

Signature of Authorized Person

Date:

BCSH USE ONLY

Grant Management Representative Signature

Date:

State of California
Financial Information System for California (FI\$Cal)
GOVERNMENT AGENCY TAXPAYER ID FORM

2000 Evergreen Street, Suite 215
Sacramento, CA 95815
www.fiscal.ca.gov
1-855-347-2250



The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name

Remit-To Address (Street or PO Box)

City State Zip Code+4

Government Type: City County Special District Federal Other (Specify) Federal Employer Identification Number (FEIN)

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit Name Complete Address

Dept/Division/Unit Name Complete Address

Dept/Division/Unit Name Complete Address

Dept/Division/Unit Name Complete Address

Contact Person Title

Phone number E-mail address

Signature Date