

**Notice of Funding Availability (NOFA)
Emergency Solutions Grant (ESG)
Coronavirus Aid, Relief, and Economic Security Act (CARES Act)**

HUD has extended the expenditure deadline for CARES ESG funds through September 30, 2023. Kern County has available for funding \$1,000,000 CARES ESG funds to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19. The CARES Act made available additional ESG funds to supplement the Fiscal Year (FY) 2020-2021 ESG funding provided under the Further Consolidated Appropriations Act, 2020.

- Funds may be used to cover or reimburse allowable costs incurred before the award of funding (including prior to the signing of the CARES Act) to prevent, prepare for, and respond to COVID-19;
- Funds are not subject to the spending cap on emergency shelter and outreach under 24 CFR 576.100(b)(1);
- Funds are exempt from ESG match requirements, including 24 CFR 576.201;
- Homeless Management Information Systems (HMIS) Lead Activities - allows any recipient to use ESG funds to pay costs of upgrading or enhancing its local HMIS to incorporate data on ESG Program participants and ESG activities related to COVID-19;
- Funds may be used to provide homelessness prevention assistance (as authorized under 24 CFR 576.103 or subsequent HUD notices) to any individual or family who does not have income higher than HUD Very Low Income Limit (50% of the Area Median Income) and meets the criteria in paragraphs (1)(ii) and (1)(iii) of the at risk of homelessness definition in 24 CFR 576.3;
- Recipients may deviate from applicable procurement standards when using these funds to procure goods and services to prevent, prepare for, and respond to coronavirus, notwithstanding 24 CFR 576.407(f) and 2 CFR 200.317-200.326;
- While it is encouraged to offer treatment and supportive services when necessary to assist vulnerable homeless populations and individuals and families experiencing homelessness, it must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services.

CARES ESG Application due March 10, 2023

Submit by email or mail completed application to:
Catherine Vasquez, Housing Programs Manager
Kern County Planning and Natural Resources Department
Community Development Division
2700 M Street Suite 250, Bakersfield CA 93301
Phone 661 862 5062 vasquezc@kerncounty.com





**County of Kern
Notice of Funding Availability**

**Emergency Solutions Grant (ESG)
Coronavirus Aid, Relief, and Economic Security
Act (CARES Act)**

GRANT APPLICATION and INSTRUCTIONS

CARES ESG Application due March 10, 2023

County of Kern
Planning and Natural Resources Department
Community Development Division
2700 M Street, Suite 250
Bakersfield, CA 93301

Section One - Notice of Funding Availability

I. Introduction

Under this Notice of Funding Availability (NOFA):

County of Kern Planning and Natural Resources Department (County PLNR) is accepting proposals from eligible organizations providing assistance to persons who are experiencing homelessness or are at risk of homelessness within the County entitlement jurisdiction service area. The County entitlement jurisdiction includes all of unincorporated Kern County plus the cities of California City, Ridgecrest, Shafter, and Tehachapi.

The ESG program provides funding to meet the following objectives: (1) rapidly re-house homeless individuals and families; (2) improve the number and quality of emergency shelters for homeless individuals and families; (3) help operate emergency shelters; (4) provide essential services to shelter residents, (5) engage homeless individuals and families living on the street, and (6) prevent families/individuals from becoming homeless.

Homeless Management Information Systems (HMIS) participation is required by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act). Proposals must indicate participation in HMIS as required by the Department of Housing and Urban Development (HUD).

II. Background

The HEARTH Act, enacted into law on May 20, 2009, consolidated three homeless assistance programs, administered by HUD under the McKinney-Vento Homeless Assistance Act, into a single grant program. A main revision in the HEARTH Act converted the federal Emergency Shelter Grant program into the ESG program. The ESG regulations can be found at [24 Code of Federal Regulations \(CFR\), Parts 576](#).

III. Conditions

All requirements of the ESG program apply under this NOFA. The HEARTH Act significantly revised the ESG program's regulations at [24 CFR Part 576](#) and established new requirements for the ESG program. County PLNR recommends that organizations applying for funding review ESG program eligibility criteria carefully. Proposals with narratives that explain how the project aligns with the Continuum of Care (CoC), Bakersfield Kern Regional Homeless Collaborative, and its objectives to prevent and end homelessness, utilizing the objectives of the federal Opening Doors Federal Strategic Plan to Prevent and End Homelessness will receive priority ranking. For more information on the Collaborative, visit <https://bkrhc.org/>

IV. Threshold Review

Proposals are subject to preliminary review for threshold criteria. Applicants providing incomplete or ineligible proposals will be notified. For incomplete or ineligible proposals, County PLNR reserves the right to either request clarification information or notify the applicant that the proposal has been rejected.

Threshold review will include a review of minimum requirements and application package completeness.

V. Proposal Review

Following the threshold review, proposal specifics and County PLNR staff comments will be considered. A determination will be made concerning the consistency of the proposal with the priorities outlined in the County of Kern 2020-2025 Consolidated Plan.

VI. Technical Assistance, Clarification and Addenda

Requests for clarifications regarding this NOFA should be directed to Kern County Planning and Natural Resources Department, Catherine Vasquez, Housing Programs Manager, at (661) 862-5062 or by email at vasquezc@kerncounty.com. For the hearing impaired, please call (800) 735-2929 (TTY Relay).

The following table includes ESG eligible project components.

Project Component	Main Eligible Activities
Emergency Shelter ¹	Renovation (Major Rehabilitation and Conversion) ¹ , essential services, shelter operations, and assistance required under the Uniform Relocation Act (URA). See 24 CFR 576.102 .
Rapid Re-Housing Assistance	<p>Housing Relocation and Stabilization Services</p> <p><u>Financial Assistance</u>: moving costs, rent application fees, security deposits, last month's rent, utility deposit and utility payment. Assistance may also include a one-time payment of rental arrears for up to 6 months.</p> <p><u>Services</u>: housing search, housing placement, housing stability, mediation, legal services, credit repair, budgeting, money management.</p> <p><u>Rental Assistance</u>: short - Up to 3 months, medium – 4-24 months. Tenant-Based rental assistance and project-based rental assistance. See 24 CFR 576.103, 576.105 and 576.106.</p>
Street Outreach	<u>Essential Services</u> necessary to reach out to unsheltered homeless individuals and families, connect them with emergency shelter, housing, or critical services, and provide them with urgent, non-facility-based care. Component services generally consist of engagement, case management, emergency health and mental health services, and transportation. For specific requirements and eligible costs, see 24 CFR 576.101 .
Homelessness Prevention	Same activities as rapid re-housing. Activities are eligible only in conjunction with rapid re-housing or emergency shelter activities, and are limited to ten percent of the total requested per application. Homelessness prevention is not eligible as a stand-alone activity.
HMIS ²	Grant funds may be used for certain HMIS and comparable database costs, as specified at 24 CFR 576.107 ; 25 CCR 8408).

¹ ESG funds shall not be used for major rehabilitation, renovation, or conversion activities pursuant to [24 CFR 576.102](#).

² HMIS participation is required.

See HUD's [ESG Program Components Quick Reference](#) for more information.

Section Two - Funding Source

Pertinent Federal Requirements (not all inclusive):

- [24 CFR Part 576](#), (federal ESG regulations);
 - General ([24 CFR 576.407\(a\)](#))
 - Homeless Participation ([24 CFR 576.405](#))
 - Program Termination ([24 CFR 576.402](#))
 - Program Administration ([24 CFR 576.500](#))
 - Faith-Based Activities ([24 CFR 576.406](#))
 - Affirmative Outreach ([24 CFR 576.407\(b\)](#))
 - Environmental Review Responsibilities ([24 CFR 576.407\(d\)](#))
 - Shelter and Housing Standards ([24 CFR 576.403](#))
 - Recordkeeping and Reporting Requirements ([24 CFR 576.500](#))
 - Other Federal Requirements ([24 CFR 576.407](#) and [576.500](#))

- [24 CFR Part 58](#), relating to environmental reviews;

- Office of Management and Budget (OMB) requirements for Universal Identifier and Central Contractor Registration, [2 CFR Part 25, Appendix A to Part 25-Award Term](#);

- Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 Homeless Definition Final Rule: [24 CFR Parts 91](#), [582](#) and [583](#). The Final Rule, published in the Federal Register on December 5, 2011, provides the homeless definition that applies to the ESG Program.

- Under this NOFA, ESG funds will be awarded to non-profit organizations as defined in [24 CFR 576.2](#), and/or public entities as defined in [24 CFR 576.2](#) sponsoring projects within the CoC service area.

Section Three – Application Requirements

I. Minimum Requirements

To be considered eligible for review, the proposal must meet the following requirements:

- The applicant is a non-profit organization and/or unit of general purpose local government;
- The project/program serves residents whose incomes are at or below 50% of the Area Median Income (AMI) (see Exhibit 1);
- The project/program serves persons experiencing homelessness or at risk of homelessness;
- The project/program is located in or serves residents of the CoC service area;
- The project/program is consistent with the County 2020-2025 Consolidated Plan.

II. Application Package Completeness

In addition to a completed NOFA application (see **Section Six**), the application package must contain the following items:

A. *Board Resolution*

An applicant must submit a resolution of its Board of Directors authorizing the submittal of a proposal. The parties authorized to execute documents must also be identified (see Exhibit 2).

B. *Articles of Incorporation and By-Laws*

All proposals must include current Articles of Incorporation and By-Laws for the organization.

C. *Audited Financial Statements*

Submit the following information for the last two (2) fiscal years:

- Audited financial statements of the entire organization with the applicable notes;
- Independent Auditor's Report on Compliance and Internal Control over Financial Reporting based on an Audit of the Financial Statements in Accordance with Government Accounting Standards; and
- Independent Auditor's Statement of Findings and Questioned costs.

D. *Cost Allocation Plan*

If indirect costs are included in the application, applicants must submit a cost allocation plan that clearly demonstrates how direct and indirect costs are shared between the project and other agency projects or funding sources.

Indirect costs of private non-profit organizations, local governments, and joint powers authorities, as applicable and in accordance with [2 CFR 200](#), are an eligible expense, but may not exceed ten percent (10%) of the allowable direct costs under the ESG activity, unless a higher limit for indirect cost allocation has been approved by the applicable federal agency pursuant to OMB requirements. Agencies requesting an indirect cost allocation above ten percent (10%) must provide a letter from the federal agency that has approved the higher rate.

E. Position Descriptions

Provide a position description for all proposed staffing positions funded in whole or in part by the project.

F. Project/Program Description

Applicant must describe the proposed project/program (work to be performed, components to be undertaken, or services to be provided) and describe specifically how the requested ESG funds will be used. Describe how this project will benefit persons experiencing homelessness or those at risk of homelessness. Describe the problem(s) or need(s) that the proposed project is intended to address. Describe how the project/program will accomplish one or more Bakersfield Kern Regional Homeless Collaborative objectives.

G. Core Practice Table

Applicants must complete the Core Practice Table in Exhibit 4 that is applicable to the primary activity being requested in this application. Indicate the frequency with which the practices described in the Core Practice Table are implemented within your program.

H. Organizational/Staffing Chart

Applicants must include an organizational/staffing chart that describes the overall organization and illustrates the relationship of the proposed program with other organizational divisions, programs, and sections. Indicate the lines of organizational management, authority, and responsibility. The staffing chart identifies program staff positions and reporting responsibilities.

I. ESG Program Budget

III. Application Package Checklist

Submit application by email or mail to following:

Catherine Vasquez, Housing Programs Manager
Kern County Planning and Natural Resources Department
Community Development Division
2700 M Street Suite 250, Bakersfield CA 93301
Phone 661 862 5062
vasquezc@kerncounty.com

NOFA Application Checklist:

Attachment A - Board Resolution
Attachment B - Articles of Incorporation and By-Laws
Attachment C - Audited Financial Statements
Attachment D - Evidence of Funding Commitments
Attachment E - Cost Allocation Plan
Attachment F - Position Descriptions
Attachment G - Project/Program Description
Attachment H - Core Practice Table
Attachment I - Organizational/Staffing Chart
Attachment J - ESG Program Budget

Section Four – ESG Program Requirements

I. Initial Funding

The following items must be completed prior to funding:

A. *Environmental Review*

From the time the application is submitted, the contractor must not commit funds or take any choice limiting actions (including option agreements or contracts for site purchase, excavation, filling, construction, rehabilitation, renovation, conversion or other physical activities) until completion of the environmental processing and HUD's formal release-of-funds as may be required. Failure to comply will jeopardize the availability of HUD funds for the project. An environmental review must be completed before County will execute a contract. County staff conducts this review using information provided in the application and other information that may be requested.

B. *Insurance Requirements*

Proof of insurance meeting these requirements must be submitted to County PLNR ten (10) days prior to contract execution. Please refer to Exhibit 5 for the complete list of insurance requirements.

(a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of NONPROFIT's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. The Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired, and non-owned vehicles used in the performance of services pursuant to this Agreement with combined limits for Bodily Injury and Property Damage liability of at least one million dollars (\$1,000,000) each occurrence.

c) The Commercial General Liability and Automobile liability Insurance required herein shall include an endorsement naming the COUNTY and COUNTY's board members, officials, officers, agents, and employees as

additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided on ISO form CG 20 10 Edition date 11/85 or such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

d) Any self-insured retentions in excess of \$10,000 must be declared on the Certificate of Insurance or other documentation provided to COUNTY and must be approved by the COUNTY Risk Manager.

Depending on the contract scope of work, the requirement for Builders Risk on an All Risk basis and Contract Bonds may need to be included in the funding recipient's insurance coverage.

II. Implementation Guidance

Core Practices ([25 CCR 8409](#))

A. Use of Coordinated Entry

Unless exempted by federal rules, all ESG funded activities shall utilize the Coordinated Entry System established by the CoC in a manner that promotes the following:

- Comprehensive and coordinated access to assistance regardless of where an individual or family is in the CoC Service Area. Local systems should be easy to navigate and have protocols in place to ensure immediate access to assistance for people who are experiencing homelessness or most at risk; and
- Prioritized access to assistance for people with the most urgent and severe needs, including, but not limited to, survivors of domestic violence. ESG funded activities shall seek to prioritize people who:
 - Are unsheltered and living in places not designed for human habitation;
 - Have experienced the longest amount of time homeless;
 - Have multiple and severe service needs that inhibit their ability to quickly identify and secure housing on their own; and
 - For Homeless Prevention activities, people who are at greatest risk of becoming literally homeless without an intervention and are at greatest risk of experiencing a longer time in shelter or on the street should they become homeless.

B. "Housing First" Practices

All ESG assisted projects shall operate in a manner consistent with "housing first" practices as reflected in the CoC written standards and progressive engagement and assistance practices including the following:

- Ensuring low-barrier, easily accessible assistance to all people, including, but

not limited to, people with no income or income history, and people with active substance abuse or mental health issues;

- Helping participants quickly identify and resolve barriers to obtaining and maintaining housing;
- Seeking to quickly resolve the housing crisis before focusing on other non-housing related services;
- Allowing participants to choose the services and housing that meets their needs, within practical and funding limitations;
- Connecting participants to appropriate support and services available in the community that foster long term housing stability; and
- Offering financial assistance and supportive services in a manner that offers a minimum amount of assistance initially, adding more assistance over time if needed to quickly resolve the housing crisis by either ending homelessness, or avoiding an immediate return to literal homelessness or the imminent risk of literal homelessness. The type, duration, and amount of assistance offered shall be based on an individual assessment of the household, and the availability of other resources or support systems to resolve their housing crisis and stabilize them in housing.

C. Written Standards

Funded activities must operate consistent with written standards currently adopted by the CoC and applicable to all similar activities. In general, written standards address such things as policies and procedures for evaluating eligibility, for targeting and prioritizing services, for length and terms of assistance, for coordination among services, and for participation in HMIS. Consult the federal regulations for what should be addressed in written standards for each activity.

III. Ongoing Requirements

The following requirements must be met for continued funding:

A. Insurance Requirements

Contractors must maintain insurance coverage as outlined above through the duration of the contract.

B. Homeless Management of Information System Participation

Contractors will assure compliance with all HUD record-keeping provisions, including use of the HMIS for clients served by ESG funded programs. The cost of complying with this requirement must be reflected in the project budget.

C. Recordkeeping

Under ESG, contractors are also required to keep a record of clients who are screened and classified as ineligible. The ESG recordkeeping and reporting requirements state that for each individual and family determined ineligible to receive ESG assistance, the record must include documentation of the reason for that determination. (See [24 CFR § 576.500\(d\)](#)).

IV. Administration and Monitoring

The County PLNR is the Administrative Entity and primary monitoring agency for projects/programs awarded through this NOFA with assistance provided by the CoC.

Note the following project funding conditions:

A. Grant Awards

Under this NOFA, the County PLNR will award ESG funds in the form of grants.

B. Disbursement of Funds

The County PLNR distributes funds through a reimbursement program. **Expenses incurred from January 21, 2020 through September 30, 2023 to prevent, prepare for, and respond to coronavirus are eligible for reimbursement.** Billings for reimbursement must be submitted in accordance with contract specifications, including applicable Office of Management and Budget (OMB) Circulars and [2 CFR 200](#).

C. Funding Reallocations

ESG funds are subject to strict expenditure requirements. The County PLNR reserves the right to reallocate funds from one approved project to another or to a new activity, or to cancel fund reservations at its discretion if projects are not performing satisfactorily (in the sole opinion of County) or if there are anticipated funds that will not be spent prior to fiscal year end.

D. Monitoring

The County PLNR reserves the right to monitor the program/project with assistance from the CoC for compliance with contract scope and ESG regulation compliance during the contract period.

Section Five – Proposal Evaluation

PROJECT/PROGRAM PROPOSAL RANKING	Maximum Possible Points
A. Project Need	30
1. Target Population – Does the applicant describe why the proposed activity meets a high need in the community? Is data from the Point In Time (PIT) count provided and used to explain the need for the activity? Are the needs of the population or subpopulation described including how they are accessed and how the challenges and barriers will be overcome? Is the applicant targeting any subpopulations? If so, is the subpopulation targeting consistent with Core Practices?	15
2. Geographic Area – Does the applicant clearly describe the location it will serve? Will the project provide services to the entire County entitlement jurisdiction? Will the project provide more than one (1) high-priority service? Does the project benefit the needs of residents in the unincorporated areas? Does the applicant describe outreach and access activities?	10
3. Consolidated Plan – Does the applicant demonstrate how the proposal meets with the priorities outlined in the County of Kern 2020-2025 Consolidated Plan?	5
B. Project Description	30
1. Project Goals/Objectives/Activities – Does the applicant provide a complete description of the program?	15
2. Does the project benefit persons experiencing homelessness or at risk of homelessness?	10
3. Does the program/project align with one or more of the Bakersfield Kern Regional Homeless Collaborative objectives?	5
C. Experience, Management and Staffing	20
1. Agency/Program Experience – Does the applicant describe in detail the agency/program experience in developing, implementing and evaluating the proposed project or comparable project? Does the applicant provide methods and performance outcomes of participants for programs it currently administers?	10
2. Government Contracts – Does the applicant have any experience with government contracts for similar projects? Have there been any corrective actions and were they resolved? If none, does the applicant have other contracts for similar projects?	3
3. Core Practice- Does the applicant adequately meet or will meet the core practice requirements?	3
4. Collaboration- Is the applicant an active participant in the CoC?	2
5. Organizational/Staffing Chart – Did the applicant include an organizational/staffing chart? Does the chart illustrate organizational management, authority, and responsibility? Does the chart identify program staff (including title and FTE) and demonstrate the lines of accountability and reporting responsibility for the proposed project?	1
6. Position Descriptions – Does the applicant provide position descriptions for the proposed staffing of the project? Do the position descriptions reflect the proposed project? Does the applicant provide a résumé for the Executive Director/Chief Executive Officer? Does the résumé demonstrate capacity/experience to support the project?	1
D. Fiscal Capacity	20

1. Audited Financials – Does the applicant provide last two (2) fiscal years’ Audited Financial Statements of the entire organization with the applicable notes, Independent Auditor’s Report on Compliance and Internal Control over Financial Reporting based on an Audit of the Financial Statements in Accordance with Government Accounting Standards and Independent Auditor’s Statement of Findings and Questioned costs?	10
2. ESG Cost Allocation Plan – If applicable, does the applicant provide a detailed cost allocation plan that clearly demonstrates how direct and indirect costs are shared between the project and other agency projects? Is it consistent with 2 CFR 200?	10
E. Total	100

Section Six – NOFA Application

County of Kern Planning and Natural Resources Department (County PLNR)
Emergency Solutions Grant (ESG)

I. SUMMARY

Project Title

Project Description

Component

Street Outreach \$

Emergency Shelter \$

Rapid Re-Housing \$

Homelessness Prevention \$

HMIS \$

Total Funding Requested \$

Legal Name of Applicant

DBA

Tax ID Number (EIN)

DUNS No. (9 digits)

Name of Authorized Official

Contact Person's Name and Title

Organization Address

Phone

Email

I. ORGANIZATIONAL STATUS (Check all that apply):

- Non-Profit Organization
- Government/Public Entity
- Faith-Based

Does your organization expend \$750,000 or more a year in federal funds?

- Yes No

Is your organization an existing or past recipient of ESG funding?

- Yes No

II. GENERAL PROJECT INFORMATION

NOTE: Applications for major rehabilitation, renovation, or conversion will not be accepted at this time.

A. Check all the following service areas to be met by the proposed project:

- Homeless Services Senior Services Job/Education Training
- Homeless Prevention Emergency Food Asst. General Low-Mod Income
- Serves Physically/Mentally Disabled Serves Victims of Domestic Violence
- Other _____

B. Check all the ESG services, by eligible activity type, to be met by proposed project:

Street Outreach (specify below):

- Engagement Case Management
- Emergency Health Services Services for Special Populations
- Emergency Mental Health Care Client Transportation

Emergency Shelter (specify below):

- Child Care Case Management Education Services
- Job Skills Training Legal Services Life Skills Training
- Employment Assistance Client Transportation
- Services for Special Populations
- Outpatient Health Services Mental Health Services Substance Abuse Treatment

Rapid Re-Housing (specify below):

- Rental Application Fees Security Deposits Last Month's Rent
- Utility Deposits Utility Payments Moving Costs
- Short-Term Rental Asst. Credit Repair Payment of Rental Arrears
- Legal Services Medium-Term Rental Asst.
- Mediation
- Housing Search/Placement Housing Stability Case Management

Attach pages as necessary to describe the following:

C. Project Description

1. Provide a complete description of the project/program. Include overall goals, specific objectives to be met, activities to be undertaken, and how program outcomes will be measured.
2. Describe how the project/program benefit persons experiencing homelessness or at risk of homelessness.
3. Describe how the project/program aligns with one or more of the Bakersfield Kern Regional Homeless Collaborative objectives.

D. Project Need

Target Population – Describe why the proposed activity meets a high need in your community. Provide data from the most recent Point In Time count and explain how the data supports your analysis of need for the proposed activity. Describe the population(s) your activity will serve, and what the need(s) is/are for the population(s) to be served relative to others. Describe how you will address the needs of the population including how the challenges and barriers they face will be overcome. If the program is targeting any subpopulation(s), explain why they need targeting. Describe how the target population or subpopulation are accessed and if the subpopulation targeting is consistent with Core Practices.

1. Geographic Area – Describe the characteristics of the population to be served (e.g. youth, seniors, persons with disabilities, etc.) and the geographic area to be benefited. Describe how your agency will facilitate outreach and access to the geographic area to be served. It is important to also attach a map showing the project location and draw a line on the map outlining the boundaries of the geographic area served.
2. Consolidated Plan – Describe how your project is consistent with the priorities outlined in the County of Kern 2020-2021 Consolidated Plan. Identify which of the Consolidated Plans goal(s) and objective(s) your project will help accomplish. Identify which special needs and disabled population(s) will be served in accordance with the Consolidated Plan.

III. OBJECTIVES

Attach pages as necessary to describe the following:

- A. Total number of assisted units/beds: _____
- B. Total number of extremely low-income households (at or below 30% of Area Median Income) to be served: _____
- C. Total number of persons experiencing homelessness to be served:

- D. Total number of persons at risk of homelessness to be served:

- E. Other project objectives: _____
- F. Describe the project's approach towards scalability: _____

IV. APPLICANT EXPERIENCE

Attach pages as necessary to describe the following:

- A. Describe in detail the organization's experience in developing, implementing, and evaluating the proposed project or comparable projects. Provide methods for generating the proposed project and the performance outcomes of current participants for programs currently being administered.
- B. Describe in detail the organization's experience with government contracts including any corrective action that may have been taken.
- C. Describe your agency's participation in the CoC including voting eligibility, the number of meetings attended, and any sub-committees participated in between July 1, 2020 to present.
- D. Complete the applicable Core Practice Table (Exhibit 4) for the primary activity being requested in this application.
- E. Provide a complete organizational/staffing chart that illustrates organizational management, authority, and responsibility. Identify program staff (including title and FTE) and demonstrate the lines of accountability and reporting responsibility for the proposed project. Describe position descriptions for the

proposed staffing of the project and include a resume of staff and consultants assigned to the project including the Executive Director/Chief Executive Officer.

V. FISCAL CAPACITY

- A. Provide last two fiscal years' Audited Financial Statements of the entire organization with the applicable notes, Independent Auditor's Report on Compliance and Internal Control over Financial Reporting based on an Audit of the Financial Statements in Accordance with Government Accounting Standards and Independent Auditor's Statement of Findings and Questioned costs.
- B. Has the proposed project been previously funded by any ESG or Community Development Block Grant (CDBG) funds?
 Yes No N/A- New Program

If yes, please indicate the award year, allocation, expended amount, service goal/ actual, and project name/description in the following table:

Fiscal Years	Allocation	Expended	Goal for # Served	Actual # Served	Project Name/ Description
2018-2019 ESG <input type="checkbox"/> CDBG <input type="checkbox"/>	\$	\$			
2019-2020 ESG <input type="checkbox"/> CDBG <input type="checkbox"/>	\$	\$			
2020-2021 ESG <input type="checkbox"/> CDBG <input type="checkbox"/>	\$	\$			
2021-2022 ESG <input type="checkbox"/> CDBG <input type="checkbox"/>	\$	\$			

- C. If applicable, provide a detailed cost allocation plan (consistent with [2 CFR 200](#)) that clearly demonstrates how direct and indirect costs are shared between the project and other agency projects.

VI. CERTIFICATIONS & SIGNATURE

- A. **COMPLIANCE WITH DRUG-FREE WORKPLACE REQUIREMENTS**
 The undersigned acknowledges and certifies that the employees to be engaged in the performance of this grant at the Place or Places of Performance, hereinafter defined, will comply with the Drug-Free Workplace Act of 1988. The agency also agrees to obtain signed certifications by each employee and new hire that certifies that the employee will comply with the

Act, and the agency will maintain these certifications on file and make them available for review pursuant to the terms and conditions relative to record keeping and monitoring, as will be defined in the resolution governing any future grant awards.

B. COMPLIANCE WITH OTHER FEDERAL REQUIREMENTS

The undersigned acknowledges and certifies that the organization will comply with all applicable State and Federal requirements as reflected in 24 CFR part [576.404](#), [576.406](#), [576.407](#), and [576.408](#) regarding the following: Conflict of Interest; Lobbying Requirements, Uniform Administrative Requirements; Procurement of Recovered Materials; Displacement, Relocation and Acquisition; and Relocation Assistance for Displaced Persons.

In addition, the undersigned acknowledges and certifies that the organization prohibits discrimination in accordance with Title VI of the Civil Rights Act of 1964.

It is further certified that this organization has reviewed its projects, programs, and services for compliance with all applicable regulations contained in Section 504 of the Rehabilitation of 1973, as amended, and the Americans with Disabilities Act of 1990.

C. CONFIDENTIALITY REQUIREMENTS

The undersigned certifies that the organization will adopt policies and procedures which meet at least the minimum standards for protecting the confidentiality of information as set forth in Federal ESG requirements as reflected in [24 CFR part 576.500](#).

D. CERTIFICATION OF HOMELESS MANAGEMENT INFORMATION SYSTEMS (HMIS) PARTICIPATION REQUIREMENTS

The undersigned acknowledges and certifies that the organization will participate in the congressionally mandated HMIS database system that has been implemented by the CoC.

It is further certified that this organization agrees to comply with Federal Register 4848-N-02, which states that recipients of McKinney-Vento HUD funds, including the ESG program, must provide certain data on homeless clients served through a centralized HMIS database. The organization understands that they will be contacted by the HMIS System Administrator to secure licenses, software, and training for this database.

The undersigned understands that participation in the HMIS database system will be at their own cost to meet this mandated requirement. (Note: Domestic Violence shelters will not be required to participate in the HMIS database system, but must agree to enter client data into a comparable

database as required by [24 CFR part 576](#).)

E. DISCHARGE PLANNING

Local governments receiving ESG funds must make every effort to develop, to the maximum extent practicable and where appropriate, practices and protocols to insure that publicly funded institutions, such as health care facilities, foster care and other jails/corrections programs located in the local government's jurisdiction do not discharge persons to the streets or otherwise result in homelessness for this vulnerable population.

F. PERFORMANCE STANDARDS

The undersigned acknowledges and certifies that programs and services funded through the ESG program will be designed to assist the local CoC and County PLNR in meeting performance outcomes adopted by the CoC. The undersigned further understands that performance objectives, outcomes and measures will be used to demonstrate how activities funded with the ESG program are helping local CoC to meet their goals.

The undersigned also agrees to provide the County PLNR and the local CoC copies of reports obtained from HMIS which will be used to determine whether or not the agency is meeting objectives, and will provide completed Quarterly and Annual Reports to the County PLNR upon request.

G. CERTIFICATION OF SUBMISSION

The undersigned hereby acknowledges and certifies that the Board of Directors of the applying organization endorses this Application to be submitted to the County PLNR.

The undersigned further certifies the organization submitting this Application is: 1) a non-profit, government, or faith based organization; 2) tax-exempt, if applicable; 3) incorporated in the State of California; and 4) has complied with all applicable laws and regulations.

The undersigned hereby commits the organization to provide eligible activities in accordance with this application for ESG program funds.

The undersigned further commits the organization will submit required reports and draw reimbursement requests within timeframes provided by the County PLNR once funds are awarded.

The undersigned further commits the organization will develop written policies and procedures which include the written standards provided as part of this submission prior to receiving ESG funds.

The undersigned further commits the organization will agree that all relevant federal, state, and local regulations and other assurances as required by

the County PLNR, including all guidelines, definitions, and limitations set forth in ESG Program Guidelines will be adhered to at all times.

The undersigned hereby confirms the organization is fully capable of fulfilling the obligations as cited in this Application, and that the organization's Board of Directors, or equivalent, has reviewed and approved submittal of this application as reflected in the Resolution to be submitted as Attachment A.

The undersigned further confirms the organization understands that any approval of the application is conditional pending the final approval of ESG funding by the County PLNR, acceptance of the funding by the County of Kern, and execution of an agreement by County PLNR with the organization. Applicant acknowledges that only an executed agreement with the County of Kern authorizes the initiation of project services or activities eligible for reimbursement.

The undersigned certifies under penalty of perjury that all statements made in this proposal are true and correct to the best of the undersigned's knowledge.

Authorized Signature (Board Officer)

Typed Name

Title

Date Signed

EXHIBIT 1

2022 HUD Income Limits for the County of Kern

Income limits for very low and extremely low-income families, adjusted for family size.								
	Family Size							
INCOME	1	2	3	4	5	6	7	8
Very Low Income (50% of AMI)	\$27,300	\$31,200	\$35,100	\$38,950	\$42,100	\$45,200	\$48,300	\$51,450
Extremely Low Income (30% of AMI)	\$16,350	\$18,700	\$21,050	\$23,350	\$25,250	\$27,100	\$29,000	\$30,850

EXHIBIT 2

Sample Board Resolution

[Letterhead of Applicant]

RESOLUTION OF BOARD OF DIRECTORS OF

WHEREAS, this entity has a minimum of four directors who constitute a quorum for conducting organization business; the organization conducts quarterly board meetings; quarterly financial statements are reviewed by the board; and, the executive director and other paid staff do not serve as voting board members;

WHEREAS, is a [Status of Corporation i.e. A Non-profit Public Benefit Corporation, qualified pursuant to the provisions of Internal Revenue Code Section 501 (c) (3), etc.];

WHEREAS, _____, recognizes that the community at large, and especially low-income residents have many diverse needs for social, housing, education and otherservices;

WHEREAS, _____, is committed to effectively serving the communities referenced in the prior recital; and

NOW THEREFORE BE IT RESOLVED as follows:

1. That _____ is committed to providing safe, decent and affordable housing for persons of very low and low income levels;
2. That on or about _____, 20____, the Board of Directors voted to authorize the [title of person authorized], or his designee, to apply for and accept assistance of the _____Project, for the purpose of obtaining a grant to provide for the _____[purpose; i.e., service provision, etc.] of the Project, in an amount not to exceed (\$_____) from the County of Kern.
3. That the Board of Directors further voted to authorize the [title of person], or his designee, to execute any and all documents required by the County of Kern, to document and secure its grant.
4. That the Board of Directors further authorized the [title of person], or his designee, to perform all acts and to do all things necessary, in the opinion of the County of Kern, to implement the funding and making of the grant.

I, the undersigned, certify that this Resolution was adopted at regularly or specially noticed meeting of the Board of Directors on_____, 20_____, at which a quorum of the Board of Directors was present, and at which the requisite percentage of the quorum voted to adopt the Resolution and that the Resolution has not been rescinded, modified or canceled as of the date of my execution of the same and that it remains in full force and effect as of this date. I further understand that the County of Kern Planning and Natural Resources Department is relying on the validity of this Resolution in taking the actions to process and approve the application package.

I declare under penalty of perjury, under the laws of the State of California that the foregoing is true and correct.

Executed this_____day of_____, 20___, at [location], California.

By:

Title:

EXHIBIT 3

ESG Project/Program Budget

Sources of Funds	ESG Funds	Applicant's Funds	Other Sources (List each separately)	TOTAL
Uses of Funds:				
Street Outreach Service Activity:				
Service Activity:				
Service Activity:				
Emergency Shelter: Operational Activity:				
Operational Activity:				
Operational Activity:				
Homelessness Prevention Activity:				
Activity:				
Activity:				
Rapid Re-Housing Assistance Activity:				
Activity:				
Activity:				
HMIS ¹ Activity:				
TOTAL:				

Notes:

1. HMIS participation is required by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act).

EXHIBIT 4

Complete the Core Practice Table on the following pages that is applicable to the primary activity being requested in this application. Indicate the frequency with which the practices described in the Core Practice Table are implemented with your program.

Emergency Shelter
Coordinated Entry, Housing First and Progressive Assistance Practices

Coordinated Entry Participation and Program Screening, Triage and Access	<i>Always; Fully Implemented</i>	<i>Sometimes; Seeking to Fully Implement</i>	<i>Not Currently; Seeking to Implement</i>
A. All referrals to the program, including screening for program eligibility and prioritization, occur according to the CoC's Coordinated Entry system protocols.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. All people requesting shelter are screened for other safe and appropriate housing options (temporary or permanent) and resources to obtain/maintain their housing. People who have other safe and appropriate housing options or resources are diverted away from emergency shelter and instead offered problem-solving assistance and immediate linkage to homelessness prevention assistance, as needed, desired, and available.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. All people requesting shelter are also screened for critical health and safety needs to identify people with more severe service needs and provide an appropriate response.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Program admission is prioritized for people with the most urgent and severe needs (as defined in § 8409. Core Practices).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Access to emergency shelter is provided without preconditions, such as sobriety or ability to pay program fees.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. Program participants are referred to other forms of homeless assistance in the CoC service area according to the CoC's Coordinated Entry System procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Housing First, Progressive Engagement & Assistance Practices	<i>Always; Fully Implemented</i>	<i>Sometimes; Seeking to Fully Implement</i>	<i>Not Currently; Seeking to Implement</i>
G. Participants and staff understand that the primary goals of the emergency shelter is to: <ul style="list-style-type: none"> • Provide temporary accommodation that is safe, respectful, and responsive to individual needs; <i>and</i> • Re-house participants in permanent housing as quickly as possible, regardless of other personal issues or concerns. 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H. Participants are expected to be actively working on re-housing plans and engaging in related assistance to overcome immediate and direct barriers to securing housing.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I. Participant assessment focuses on: <ul style="list-style-type: none"> • Immediate health and safety needs relevant to providing temporary accommodations; <i>and</i> • Information relevant to securing housing, including: participant preferences; factors that would cause a landlord to reject the person's application (past evictions, criminal history, etc.); factors that directly led to housing instability or homelessness in the past (failure to pay rent, lease violations, etc.); and other information necessary to link participants to financial assistance and housing-related resources. 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. Participants are assisted with creating and updating individualized Housing Plans designed to re-house and stabilize participants as quickly as possible.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K. Staff helping to re-house participants are aware of and know how to access a wide array of housing options (public/private, subsidized/unsubsidized, all local permanent supportive housing, etc.) directly or through the CoC's Coordinated Entry System to help participants achieve their Housing Plan goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

L. Participants are provided or connected to housing location and placement assistance, including financial assistance for move-in costs, to achieve their Housing Plan goals. Assistance is provided: <ul style="list-style-type: none"> For all participants who cannot otherwise exit on their own; Without additional preconditions, such as employment or sobriety; and With understanding that housing may cost greater than 30% of participant income and be precarious. 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M. Staff are aware of and know how to access other community resources (e.g., legal services) that can help participants achieve their housing placement and stabilization goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N. Participation in services unrelated to obtaining permanent housing is voluntary.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
O. Exits to other homeless situations are avoided, even when program rules are violated. People who pose an imminent risk of harm to themselves or others may be exited to more appropriate assistance, such as a more intensive program, hospital, or other emergency responder.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P. Participants only move to other emergency shelter or transitional housing when: <ul style="list-style-type: none"> They desire and choose; More appropriate to meet their health and safety needs (e.g., persons in early recovery; domestic violence survivors; those who need special accommodations); and No permanent housing solution (with or without supportive services) is currently available that is a similar or better match for their preferences and needs. 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Street Outreach
Coordinated Entry, Housing First and Progressive Assistance Practices

Coordinated Entry Participation and Program Screening, Triage and Access	<i>Always; Fully Implemented</i>	<i>Sometimes; Seeking to Fully Implement</i>	<i>Not Currently; Seeking to Implement</i>
A. Outreach is comprehensive and coordinated with other CoC assistance and the CoC's Coordinated Entry System to assure access to assistance regardless of where an individual or family is located in the CoC's Service Area.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. The program accepts referrals through the CoC's Coordinated Entry System and triages referrals according to the CoC's Coordinated Entry System procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. All people contacted through outreach are screened as soon as possible for critical health and safety needs to identify people with the most severe service needs (including people who are chronically homeless and/or with active mental health or substance abuse issues) and provide an appropriate response.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Program admission is prioritized for people with the most urgent and severe needs (as defined in § 8409. Core Practices).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Program participants are referred to other forms of homeless assistance in the CoC service area according to the CoC's Coordinated Entry system procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. Program participants are provided access to emergency shelter, permanent housing, and services without preconditions such as sobriety, service participation, or minimum income.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Housing First & Progressive Engagement & Assistance Practices	<i>Always; Fully Implemented</i>	<i>Sometimes; Seeking to Fully Implement</i>	<i>Not Currently; Seeking to Implement</i>

G. Participants and staff understand that the primary goals of street outreach are to: <ul style="list-style-type: none"> • Provide access to emergency shelter and services; <i>and</i> • Re-house participants in permanent housing as quickly as possible, regardless of other personal issues or concerns. 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H. Participants are expected to be actively working on re-housing plans and engaging in related assistance to overcome immediate and direct barriers to securing housing. Participation in other services is voluntary.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I. Participant assessment focuses on: <ul style="list-style-type: none"> • Immediate health and safety needs; <i>and</i> • Information relevant to securing shelter and/or housing, including: participant preferences. 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. Participants are assisted with creating and updating individualized Housing Plans designed to access emergency shelter and/or rehouse and stabilize participants as quickly as possible.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K. Staff helping participants are aware of and know how to access emergency shelter, transitional housing, and a wide array of housing options (public/private, subsidized/unsubsidized, all local permanent supportive housing, etc.) directly or through the CoC's Coordinated Entry System to help participants achieve their Housing Plan goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
L. Participants are provided or connected to housing location and placement assistance, including financial assistance for move-in costs, to achieve their Housing Plan goals. Assistance is provided: <ul style="list-style-type: none"> • Without additional preconditions, such as employment or sobriety; & • With understanding that housing may cost greater than 30% of participant income and be precarious. 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
M. Staff are aware of and know how to access other community resources (e.g., legal services) that can help participants achieve their housing placement and stabilization goals.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
N. Participation in services unrelated to obtaining permanent housing is voluntary.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Rapid Re-Housing
Coordinated Entry, Housing First and Progressive Assistance Practices

Coordinated Entry Participation and Program Screening, Triage and Access	<i>Always; Fully Implemented</i>	<i>Sometimes; Seeking to Fully Implement</i>	<i>Not Currently; Seeking to Implement</i>
A. All referrals to the program, including screening for program eligibility and prioritization, occur according to the CoC's Coordinated Entry system protocols.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. All people who are literally homeless who cannot quickly secure housing on their own or with another form of assistance are screened for and offered rapid re-housing assistance, to the extent they are eligible and assistance is available.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Program admission is prioritized for people with the most urgent and severe needs (as defined in § 8409. Core Practices).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Program participants are referred to other forms of homeless assistance in the CoC service area according to the CoC's Coordinated Entry System procedures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Program participants are provided access to rapid re-housing assistance without preconditions, such as sobriety or minimum income level.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Housing First, Progressive Engagement & Assistance Practices	<i>Always; Fully Implemented</i>	<i>Sometimes; Seeking to Fully Implement</i>	<i>Not Currently; Seeking to Implement</i>
F. Participants and staff understand that the primary goal of rapid re-housing is to end homelessness and move participants to permanent housing as quickly as possible, regardless of other personal issues or concerns.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<p>G. Participant assessment focuses on barriers to obtaining and/or maintaining housing (e.g., past rental/credit/criminal history, current income, legal issues, knowledge of tenant rights and responsibilities, etc.).</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>H. Participants are assisted with creating and (for ongoing assistance) updating individualized Housing Plans, designed to rehouse and stabilize participants as quickly as possible.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>I. Participants are provided assistance to locate and obtain permanent housing, financial assistance for move-in and stabilization costs, and housing case management in order to achieve their Housing Plan goals. This includes assistance to address tenancy problems that may jeopardize housing. Assistance is provided:</p> <ul style="list-style-type: none"> • Without additional preconditions, such as employment or sobriety; and • With understanding that housing may cost greater than 30% of participant income and be precarious. 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>J. Staff helping participants are aware of and know how to access a wide array of housing options (public/private, subsidized/unsubsidized, all local permanent supportive housing, etc.) to help participants achieve their Housing Plan goals.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>K. Staff are aware of and know how to access other community resources (e.g., legal services, subsidized childcare) that can help participants achieve their housing placement and stabilization goals.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>L. Participation in services unrelated to obtaining or maintaining permanent housing is voluntary.</p>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EXHIBIT 5

Indemnification and Insurance

CONTRACTOR agrees to indemnify, defend, and hold harmless COUNTY and its agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives, from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs and expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by COUNTY, expert fees, costs of staff time, and investigation costs) of whatever kind or nature which arise out of or are in any way connected with any act or omission of CONTRACTOR or its officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of COUNTY; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of CONTRACTOR by any person or entity.

CONTRACTOR acknowledges that CONTRACTOR, and all contractors hired by CONTRACTOR to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("**IRCA**"). CONTRACTOR is and shall remain in compliance with the IRCA and shall ensure that only contractors hired by CONTRACTOR to perform services under this Agreement are in compliance with the IRCA. In addition, CONTRACTOR agrees to indemnify, defend, and hold harmless the COUNTY, its agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives, from any liability, damages or causes of action arising out of or relating to any claims that CONTRACTOR's employees or the employees of any contractor hired by CONTRACTOR, are not authorized to work in the United States for CONTRACTOR or its contractor and/or any other claims based upon alleged IRCA violations committed by CONTRACTOR or its contractor(s).

CONTRACTOR in order to protect COUNTY and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of CONTRACTOR's actions in connection with the performance of CONTRACTOR's obligations, as required in this Agreement, shall secure and maintain insurance as described below. CONTRACTOR shall not perform any work under this Agreement until CONTRACTOR has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the COUNTY. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, CONTRACTOR shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. The CONTRACTOR shall promptly deliver to COUNTY a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to COUNTY not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. CONTRACTOR shall immediately pay any deductibles and self-insured retentions under all required insurance

policies upon the submission of any claim by CONTRACTOR or COUNTY as an additional insured.

a. Workers' Compensation and Employers' Liability Insurance Requirement - In the event CONTRACTOR has employees who may perform any services pursuant to this Agreement, CONTRACTOR shall submit written proof that CONTRACTOR is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

CONTRACTOR shall require any contractor or sub-contractor to provide workers' compensation for all of the contractor's or sub-contractor's employees, unless the contractor's or sub-contractor's employees are covered by the insurance afforded by CONTRACTOR. If any class of employees engaged in work or services performed under this Agreement is not covered by Labor Code section 3700, CONTRACTOR shall provide and/or require each contractor or sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

CONTRACTOR shall also maintain employers' liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

b. Liability Insurance Requirements:

(1) CONTRACTOR shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

(a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of CONTRACTOR's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. CONTRACTOR shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

(b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired, and non-owned vehicles used in the performance of services pursuant to this Agreement with combined limits for Bodily Injury and Property Damage liability of at least one million dollars (\$1,000,000) each occurrence.

(2) The Commercial General Liability and Automobile liability Insurance required herein shall include an endorsement naming the COUNTY and COUNTY's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided on ISO form CG 20 10 Edition date 11/85 or such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

(3) Any self-insured retentions in excess of \$10,000 must be declared on the Certificate of Insurance or other documentation provided to COUNTY and must be approved

by the COUNTY Risk Manager.

(4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, CONTRACTOR at its option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

c. Cancellation of Insurance — The above stated insurance coverages required to be maintained by CONTRACTOR shall be maintained until the completion of all of CONTRACTOR's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the CONTRACTOR must be endorsed to provide that the coverage shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein. CONTRACTOR shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

d. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum of a "A-; VII" rating. Any exception to these requirements must be approved by the COUNTY Risk Manager.

e. If CONTRACTOR is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, CONTRACTOR shall provide coverage equivalent to the insurance coverages and endorsements required above. COUNTY will not accept such coverage unless COUNTY determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by CONTRACTOR is equivalent to the above-required coverages.

f. All insurance afforded by CONTRACTOR pursuant to this Agreement shall be primary to and not contributing to any other insurance maintained by COUNTY. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the COUNTY.

g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude COUNTY from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

h. Failure by CONTRACTOR to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by CONTRACTOR. COUNTY, at its sole option, may terminate this Agreement and obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY shall deduct from sums due to CONTRACTOR any premiums and associated costs advanced or

paid by COUNTY for such insurance. If the balance of monies obligated to CONTRACTOR pursuant to this Agreement is insufficient to reimburse COUNTY for the premiums and any associated costs, CONTRACTOR agrees to reimburse COUNTY for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by COUNTY to take this alternative action shall not relieve CONTRACTOR of its obligation to obtain and maintain the insurance coverages required by this Agreement.

i. Subcontractor Requirements

(1) If CONTRACTOR hires a consultant to provide professional services, such as counseling or substance abuse treatment services, under this Agreement, CONTRACTOR shall require its consultant to provide Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with limits of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.

(2) During the construction of the Activity, CONTRACTOR shall require that all contractors hired by CONTRACTOR to perform work on the Activity Premises maintain the following insurance coverages at all times during the performance of said work:

(a) Commercial General Liability Insurance including Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Contractor's performance of work. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

(b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired, and non-owned vehicles, with combined limits for Bodily Injury and Property Damage liability of at least one million dollars (\$1,000,000) each occurrence.