



County of Kern

EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAM

Notice of Funding Availability

Federal ESG Fiscal Year 2023-2024

Grant Applications Due June 30, 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):

- Kern County Planning and Natural Resources Department (PLNR) is accepting proposals from eligible organizations to assist persons who are experiencing homelessness or are at risk of homelessness within the Kern County entitlement jurisdiction that includes all of unincorporated Kern County and the cities of California City, Ridgecrest, Shafter, and Tehachapi.
- The Emergency Solutions Grants (ESG) Program provides funding to meet the following objectives: rapidly re-house homeless individuals and families; improve the number and quality of emergency shelters for homeless individuals and families; help operate emergency shelters; provide essential services to shelter residents; engage homeless individuals and families living on the street; and prevent families/individuals from becoming homeless.
- Homeless Management Information System (HMIS) participation is required by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act). Proposals must indicate participation in the Coordinated Entry Assessment Tool as established by the Kern County Continuum of Care (CoC), Bakersfield Kern Regional Homeless Collaborative. Information about the Collaborative can be found at <https://bkrhc.org/>

Can ESG funds be used in areas outside the recipient's boundaries?

Yes, if the recipient's residents benefit from that use, as described below.

Because ESG allocations are based on recipients' relative needs, each recipient must use its funds to benefit its own residents. Accordingly, any use of funds outside the jurisdiction must benefit the recipient's residents.

Here are some examples:

- 1) The recipient is an urban county and determines that it can serve its residents by funding a shelter or service provider located in the middle of the county but outside the urban county's boundaries.
- 2) The recipient uses funds outside its boundaries for a jointly funded activity (such as a centralized assessment system) that serves the whole Continuum of Care area and benefits the recipient's residents in reasonable proportion to the recipient's share of the activity's funding.
- 3) A resident of the recipient's jurisdiction is eligible for rapid re-housing assistance but wants to live in an area outside the recipient's boundaries and the recipient does not require that all program participants live within a particular area for the period in which the rental assistance is provided (pursuant to 24 CFR § 576.106).

In circumstances like these, where the funds benefit the recipient's residents, the recipient may use ESG funds outside its boundaries. However, the recipient should also keep in mind:

- 1) The recipient's action plan must describe any intention to fund an activity outside the recipient's boundaries (including

the percentage of funds designated for that activity) and explain how that activity addresses the recipient's priority needs and objectives, as required under 24 CFR § 91.220(d) and (f) for local governments.

2) If a recipient funds an activity outside the recipient's boundaries, the recipient must ensure through its subrecipient agreement that the funds benefit the recipient's residents.

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. Funding Available

County PLNR has \$399,859 in Federal ESG funds from HUD for fiscal year 2023-2024 to be expended by September 2025 under this NOFA.

IV. 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 will receive priority ranking with narratives that explain how the project aligns with Bakersfield Kern Regional Homeless Collaborative objectives to prevent and end homelessness using the strategies of *All In: The Federal Strategic Plan to Prevent and End Homelessness*.

V. 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, additional information, or notify the applicant that the proposal has been rejected.

VI. 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.

VII. Technical Assistance, Clarification and Addenda

Requests for clarifications regarding this NOFA should be directed to Catherine Vasquez at (661) 862-5062 or vasquezc@kerncounty.com. For the hearing impaired, please call (800) 735-2929 (TTY Relay).

VIII. Application Packages

ESG NOFA application packages can be downloaded from the following County PLNR website <https://kernplanning.com/community-development-2-2/>

Application Package Checklist

- ✓ Application
- ✓ Board Resolution
- ✓ Articles of Incorporation and By-Laws
- ✓ Audited last two years Financial Statements
- ✓ Evidence of Funding Commitments/Match Funds
- ✓ Cost Allocation Plan
- ✓ Employee Job Titles and Descriptions
- ✓ Project and Program Description
- ✓ Organizational Staffing
- ✓ ESG Program Budget

Applications can be emailed to vasquezc@kerncounty.com or hand delivered (one USB flash drive containing the complete application in Microsoft Word or Adobe PDF) to

County of Kern
Planning and Natural Resources Department
Community Development Division
Attn: Catherine Vasquez
2700 M Street, Suite 250
Bakersfield, California 93301

The following table includes ESG eligible project components:

SUMMARY OF ESG ELIGIBLE PROJECTS COMPONENTS

| Project Component | Main Eligible Activities |
|----------------------------------|--|
| Emergency Shelter ^{1,2} | Renovation (major rehabilitation of an emergency shelter or conversion of a building into an emergency shelter) ¹ , essential services, shelter operations, and assistance required under the Uniform Relocation Act (URA). See 24 CFR 576.102 . |
| Rapid Re-Housing | <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 six months.</p> <p><u>Services</u>: housing search, housing placement, housing stability, mediation, legal services, credit repair, budgeting, and 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 ² | <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 ³ | Grant funds may be used for certain HMIS and comparable database costs, as specified at 24 CFR 576.107 ; 25 CCR 8408). In no case can costs exceed ten percent of the total amount requested per application. |

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

² ESG regulations limit street outreach and emergency shelter activities (combined) to maximum 60% of fiscal year grant.

³ HMIS participation is required as a project component within all proposals, but HMIS may not be the sole project component.

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](#) related 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

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 30% 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.
- 108% eligible match funding has been identified.

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 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. *Evidence of Funding Commitments*

Letters from public and private funding sources that will provide a 108 percent (108%) match to the Federal ESG funding. See [24 CFR 576.201](#). These letters should include the name, title, and telephone number of the responsible contact person and the funding amount. If such letters cannot be obtained at this time, provide specific detail about the planned source(s) of matching funds.

E. *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 10 percent (10%) must provide a letter from the federal agency that has approved the higher rate.

F. Position Descriptions

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

G. 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 will address. Describe how the project/program will accomplish one or more Bakersfield Kern Regional Homeless Collaborative objectives.

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

See Exhibit #3

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, regardless of whether the work would be accomplished with federal funds or other matching funds. 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 4 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 located 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.
- For Homelessness 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 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. Match Requirements

[Section 576.201](#) of ESG regulations requires a 100 percent (100%) funding match; however, under this NOFA a 108% match is required to cover the mandated match for County administrative costs. Therefore, subgrantees must match \$1.08 for each dollar of ESG funding with funds from other public or private sources.

B. Insurance Requirements

Insurance coverage as outlined above must be maintained through the duration of the contract.

C. Homeless Management Information System Participation

Awardees 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.

D. Recordkeeping

Awardees are required to keep a record of ESG clients. Recordkeeping and reporting requirements must document the reason any individual or family was determined ineligible. (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 before or after the inclusive dates of the executed contracts are not 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 (e.g. from the Point In Time 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 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. Match – Does the applicant provide evidence of at least 108% Match? | 5 |

| | | |
|-----------------|---|------------|
| 2. | 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? | 5 |
| 3 | 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
Federal Emergency Solutions Grants

I. SUMMARY

A. Project Title

Provide a brief description of the project proposal.

- Street Outreach \$ _____
- Emergency Shelter \$ _____
- Rapid Re-Housing \$ _____
- Homelessness Prevention \$ _____
- HMIS \$ _____

Total Amount of Funding Requested \$ _____

B. Legal Name of Applicant: _____

DBA: _____

Tax ID Number (EIN): _____

Corporation Number: _____ SAM Unique Entity Identifier: _____

Print Name of Authorized Official: _____

C. Contact Person: _____

Contact Person's Title: _____

Organization Address: _____

Phone: _____

Email: _____

D. 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 of 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. 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 Kern County Homeless Collaborative objectives.

C. 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 2020-2025 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% AMI) 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: _____

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 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.
- D. 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.
- E. Describe position descriptions for the proposed staffing of the project and include resume of staff and consultants assigned to the project including the Executive Director/Chief Executive Officer.

V. FISCAL CAPACITY

- A. Provide evidence of at least 108% match. In accordance with [24 CFR § 576.51](#), all agencies awarded ESG funds, must provide evidence of 100% match funds with each Request for Funds. An additional 8% match is required to for County administrative costs. Matching contributions may be obtained from any source, including any Federal source other than the ESG program, as well as state, local, and private sources. To meet the matching requirement, the matching contributions must meet the following criteria:
 - 1. The recipient must ensure the laws governing any funds to be used as matching contributions do not prohibit those funds from being used to match ESG funds.
 - 2. If ESG funds are used to satisfy the matching requirements of another Federal program, then funding from that program may not be used to satisfy the matching requirements under this section.

3. Contributions used to match a previous ESG grant may not be used to match a subsequent ESG grant.
4. Proof of match funds must be provided prior to the signing of the grant agreement.
5. Cash match contributions must be expended within the expenditure deadline in [§576.203](#).
6. Non cash contributions must be made within the expenditure deadline in [§576.203](#).

Non cash contributions are the value of any real property, equipment, goods, or services contributed to the sub-recipient's ESG program. To determine the value of any donated material or building, or of any lease, the recipient must use a method reasonably calculated and approved by the County PLNR to establish the fair market value.

- B Provide last two 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.
- 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 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 activates 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)

Printed Name

Title

Date Signed

EXHIBIT 1

2022 HUD Income Limits for the County of Kern

| Income limits for extremely low income families, adjusted for family size. | | | | | | | | |
|--|-------------|----------|----------|----------|----------|----------|----------|----------|
| | Family Size | | | | | | | |
| Income | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 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. 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, 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 income and extremely 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.

Signature

Name/Title

EXHIBIT 3

ESG Project/Program Budget

APPLICANT: _____

PROGRAM NAME: _____

| Sources of Funds | ESG Funds | Match Funds | Source of Match | TOTAL |
|---|-----------|-------------|-----------------|-------|
| Uses of Funds: | | | | |
| Street Outreach ¹ : Service Activity: | | | | |
| Service Activity: | | | | |
| Service Activity: | | | | |
| Emergency Shelter ¹ : Operational Activity: | | | | |
| Operational Activity: | | | | |
| Operational Activity: | | | | |
| Homelessness Prevention Activity: | | | | |
| Activity: | | | | |
| Activity: | | | | |
| Rapid Re-Housing Assistance Activity: | | | | |
| Activity: | | | | |
| Activity: | | | | |
| HMIS ² Activity: | | | | |
| TOTAL: | | | | |

Notes:

1. 60% total fiscal year grant for street outreach and emergency shelter activities combined.
2. HMIS participation is required by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act).

EXHIBIT 4

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 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 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.