

September 29, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

**PROPOSED AGREEMENT WITH BE FINALLY FREE, INC FOR EMERGENCY SOLUTIONS
GRANTS TO PROVIDE STREET OUTREACH IN THE AMOUNT OF \$28,000
CD PROJECT NO. 46.24.1**

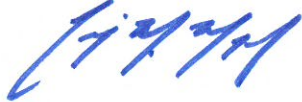
(Fiscal Impact: \$28,000; Federal Grant; Budgeted; Discretionary) (All S.D.s)

On June 25, 2024, your Board approved the County of Kern's Fiscal Year 2024-2025 Annual Action Plan for Community Development Programs that in part allocated federal Emergency Solutions Grants funds to assist homeless individuals within Kern County. Street Outreach funds were not expended by another provider so in reviewing applications, staff reallocated the unused Street Outreach funds to Be Finally Free, Inc.

The agreement has been reviewed and approved as to form by County Counsel. Be Finally Free, Inc. has executed the agreement.

Therefore, **IT IS RECOMMENDED** that your Board: approve; authorize the Chairman to sign.

Sincerely,

A handwritten signature in blue ink, appearing to read "Craig M. Murphy".

CRAIG M MURPHY, Director
Kern County Planning and Natural Resources Department

CMM:CV:pg

Attachment

AGREEMENT
EMERGENCY SOLUTIONS GRANTS PROGRAM
(County — Be Finally Free, Inc.)

THIS AGREEMENT is made and entered into on _____, ("**Agreement**") by and between the COUNTY OF KERN, a political subdivision of the State of California ("**COUNTY**"), and Be Finally Free, Inc. whose principal place of doing business is located at 1819 Brundage Lane, Bakersfield, California ("**NONPROFIT**").

RECITALS:

(a) On May 20, 2009 the President signed into law "An Act to Prevent Mortgage Foreclosures and Enhance Mortgage Credit Availability," which became Public Law 111-22; and

(b) Division B of this law is the HEARTH Act, which consolidates and amends three separate homeless assistance programs carried out under title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.) into a single grant program including Emergency Solutions Grants ("**ESG**"); and

(c) NONPROFIT desires to carry out ESG Program eligible activities to serve the homeless and at-risk of homelessness population; and

(d) COUNTY desires to assist NONPROFIT by making ESG Program funds available to NONPROFIT for such activities as are permitted by the ESG Program;

AGREEMENT:

1. **Definitions**

A. Except to the extent modified or supplemented by the Grant Agreement between COUNTY and HUD, any term defined in the Act or ESG Program regulations at 24 CFR parts 91 and 576 shall have the same meaning when used herein.

B. "**Project**" means the activities to be carried out by NONPROFIT under the ESG Program, all as more fully described in **SCHEDULE "A"** attached hereto and incorporated herein by this reference as if stated in full.

C. "**At risk of homelessness**" as defined in 24 CFR part 576 includes:

a. An individual or family who:

1) Has an annual income below 30 percent of median family income for the area, as determined by HUD;

2) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent

them from moving to an emergency shelter or another place described in paragraph a. of the "homeless" definition in this section; and

3) Meets one (1) of the following conditions:

A) Has moved because of economic reasons two (2) or more times during the 60 days immediately preceding the application for homelessness prevention assistance;

B) Is living in the home of another because of economic hardship;

C) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;

D) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;

E) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two (2) persons or lives in a larger housing unit in which there reside more than 1.5 people per room, as defined by the U.S. Census Bureau;

F) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

G) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;

b. A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a(3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C. 254b(h)(5)(A)), section 3(m) of the Food and Nutrition Act of 2008 (7 U.S.C. 2012(m)), or section 17(b)(15) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)(15)); or

c. A child or youth who does not qualify as "homeless" under this section, but qualifies as "homeless" under section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2)), and the parent(s) or guardian(s) of that

child or youth if living with her or him.

D. **“Homeless”** as defined in 24 CFR part 576 includes:

a. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

1) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

2) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by Federal, State, or local government programs for low-income individuals); or

3) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

b. An individual or family who will imminently lose their primary nighttime residence, provided that:

1) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

2) No subsequent residence has been identified; and

3) The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks needed to obtain other permanent housing;

c. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

1) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012), section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)), or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);

2) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

3) Have experienced persistent instability as measured by two (2) moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

4) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two (2) or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

d. Any individual or family who:

1) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

2) Has no other residence; and

3) Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

E. **"Eligible ESG Program Components"** include the following:

a. **"Street outreach component"** as defined in 24 CFR part 576.101

1) *Eligible costs.* Subject to the expenditure limit in §576.100(b), ESG funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, nonfacility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. For the purposes of this section, the term "unsheltered homeless people" means individuals and families who qualify as homeless under paragraph (1)(i) of the "homeless" definition under §576.2. The eligible costs and requirements for essential services consist of:

A) *Engagement.* The costs of activities to locate, identify, and build relationships with unsheltered homeless people and engage them for the

purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs. These activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; and actively connecting and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs, including emergency shelter, transitional housing, community-based services, permanent supportive housing, and rapid re-housing programs. Eligible costs include the cell phone costs of outreach workers during the performance of these activities.

B) *Case management.* The cost of assessing housing and service needs, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant. Eligible services and activities are as follows: using the centralized or coordinated assessment system as required under §576.400(d); conducting the initial evaluation required under §576.401(a), including verifying and documenting eligibility; counseling; developing, securing and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.

C) *Emergency health services.*

a) Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals operating in community-based settings, including streets, parks, and other places where unsheltered homeless people are living.

b) ESG funds may be used only for these services to the extent that other appropriate health services are inaccessible or unavailable within the area.

c) Eligible treatment consists of assessing a program participant's health problems and developing a treatment plan; assisting program participants to understand their health needs; providing directly or assisting program participants to obtain appropriate emergency medical treatment; and providing medication and follow-up services.

D) *Emergency mental health services.*

a) Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions operating in community-based settings, including streets, parks, and other places where unsheltered people are living.

b) ESG funds may be used only for these services to the extent that other appropriate mental health services are inaccessible or unavailable within the community.

c) Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order

to bring about positive resolution of the problem or improved individual or family functioning or circumstances.

d) Eligible treatment consists of crisis interventions, the prescription of psychotropic medications, explanation about the use and management of medications, and combinations of therapeutic approaches to address multiple problems.

E) *Transportation.* The transportation costs of travel by outreach workers, social workers, medical professionals, or other service providers are eligible, provided that this travel takes place during the provision of services eligible under this section. The costs of transporting unsheltered people to emergency shelters or other service facilities are also eligible. These costs include the following:

a) The cost of a program participant's travel on public transportation;

b) If service workers use their own vehicles, mileage allowance for service workers to visit program participants;

c) The cost of purchasing or leasing a vehicle for the recipient or subrecipient in which staff transports program participants and/or staff serving program participants, and the cost of gas, insurance, taxes and maintenance for the vehicle; and

d) The travel costs of recipient or subrecipient staff to accompany or assist program participants to use public transportation.

F) *Services for special populations.* ESG funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under **paragraphs (a)(1) through (a)(5)** of this section. The term *victim services* means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

b. **"Emergency shelter component"** under 24 CFR part 576.102:

1) *General.* Subject to the expenditure limit in §576.100(b), ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters.

A) *Essential services.* ESG funds may be used to provide essential services to individuals and families who are in an emergency shelter, as follows:

a) *Case management.* The cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet

the needs of the program participant is eligible. Component services and activities consist of:

i) Using the centralized or coordinated assessment system as required under §576.400(d);

ii) Conducting the initial evaluation required under §576.401(a), including verifying and documenting eligibility;

iii) Counseling;

iv) Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;

v) Monitoring and evaluating program participant progress;

vi) Providing information and referrals to other providers;

vii) Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and

viii) Developing an individualized housing and service plan, including planning a path to permanent housing stability.

b) *Child care.* The costs of child care for program participants, including providing meals and snacks, and comprehensive and coordinated sets of appropriate developmental activities, are eligible. The children must be under the age of 13, unless they are disabled. Disabled children must be under the age of 18. The child-care center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible.

c) *Education services.* When necessary for the program participant to obtain and maintain housing, the costs of improving knowledge and basic educational skills are eligible. Services include instruction or training in consumer education, health education, substance abuse prevention, literacy, English as a Second Language, and General Educational Development (GED). Component services or activities are screening, assessment and testing; individual or group instruction; tutoring; provision of books, supplies and instructional material; counseling; and referral to community resources.

d) *Employment assistance and job training.* The costs of employment assistance and job training programs are eligible, including classroom, online, and/or computer instruction; on-the-job instruction; and services that assist individuals in securing employment, acquiring learning skills, and/or increasing earning potential. The cost of providing reasonable stipends to program participants in employment assistance and job training programs is an eligible cost. Learning skills

include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates. Services that assist individuals in securing employment consist of employment screening, assessment, or testing; structured job skills and job-seeking skills; special training and tutoring, including literacy training and prevocational training; books and instructional material; counseling or job coaching; and referral to community resources.

e) *Outpatient health services.* Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals. ESG funds may be used only for these services to the extent that other appropriate health services are unavailable within the community. Eligible treatment consists of assessing a program participant's health problems and developing a treatment plan; assisting program participants to understand their health needs; providing directly or assisting program participants to obtain appropriate medical treatment, preventive medical care, and health maintenance services, including emergency medical services; providing medication and follow-up services; and providing preventive and noncosmetic dental care.

f) *Legal services.*

(i) Eligible costs are the hourly fees for legal advice and representation by attorneys licensed and in good standing with the bar association of the State in which the services are provided, and by person(s) under the supervision of the licensed attorney, regarding matters that interfere with the program participant's ability to obtain and retain housing.

(ii) ESG funds may be used only for these services to the extent that other appropriate legal services are unavailable or inaccessible within the community.

(iii) Eligible subject matters are child support, guardianship, paternity, emancipation, and legal separation, orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking, appeal of veterans and public benefit claim denials, and the resolution of outstanding criminal warrants.

(iv) Component services or activities may include client intake, preparation of cases for trial, provision of legal advice, representation at hearings, and counseling.

(v) Fees based on the actual service performed (*i.e.*, fee for service) are also eligible, but only if the cost would be less than the cost of hourly fees. Filing fees and other necessary court costs are also eligible. If the subrecipient is a legal services provider and performs the services itself, the eligible costs are the subrecipient's employees' salaries and other costs necessary to perform the services.

(vi) Legal services for immigration and citizenship matters and issues relating to mortgages are ineligible costs. Retainer fee arrangements and contingency fee arrangements are ineligible costs.

g) *Life skills training.* The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance use, and homelessness are eligible costs. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are budgeting resources, managing money, managing a household, resolving conflict, shopping for food and needed items, improving nutrition, using public transportation, and parenting.

h) *Mental health services.*

(i) Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions.

(ii) ESG funds may only be used for these services to the extent that other appropriate mental health services are unavailable or inaccessible within the community.

(iii) Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances. Problem areas may include family and marital relationships, parent-child problems, or symptom management.

(iv) Eligible treatment consists of crisis interventions; individual, family, or group therapy sessions; the prescription of psychotropic medications or explanations about the use and management of medications; and combinations of therapeutic approaches to address multiple problems.

i) *Substance abuse treatment services.*

(i) Eligible substance abuse treatment services are designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are provided by licensed or certified professionals.

(ii) ESG funds may only be used for these services to the extent that other appropriate substance abuse treatment services are unavailable or inaccessible within the community.

(iii) Eligible treatment consists of client intake and assessment, and outpatient treatment for up to 30 days. Group and individual counseling and drug testing are eligible costs. Inpatient detoxification and other inpatient drug or alcohol treatment are not eligible costs.

j) *Transportation.* Eligible costs consist of the transportation costs of a program participant's travel to and from medical care, employment, child care, or other eligible essential services facilities. These costs include the following:

(i) The cost of a program participant's travel on public transportation;

(ii) If service workers use their own vehicles, mileage allowance for service workers to visit program participants;

(iii) The cost of purchasing or leasing a vehicle for the recipient or subrecipient in which staff transports program participants and/or staff serving program participants, and the cost of gas, insurance, taxes, and maintenance for the vehicle; and

(iv) The travel costs of recipient or subrecipient staff to accompany or assist program participants to use public transportation.

k) *Services for special populations.* ESG funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under paragraphs (a)(1)(i) through (a)(1)(x) of this section. The term *victim services* means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

B) *Renovation.* Eligible costs include labor, materials, tools, and other costs for renovation (including major rehabilitation of an emergency shelter or conversion of a building into an emergency shelter). The emergency shelter must be owned by a government entity or private nonprofit organization.

C) *Shelter operations.* Eligible costs are the costs of maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter. Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual.

D) *Assistance required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA).* Eligible costs are the costs of providing URA assistance under §576.408, including relocation payments and other assistance to persons displaced by a project assisted with ESG funds. Persons that receive URA assistance are not considered "program participants" for the purposes of this part, and relocation payments and other URA assistance are not considered "rental assistance" or "housing relocation and stabilization services" for the purposes of this part.

2) *Prohibition against involuntary family separation.* The age, of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses ESG funding or services and provides shelter to families with children under age 18.

3) *Minimum period of use.*

A) *Renovated buildings.* Each building renovated with ESG funds must be maintained as a shelter for homeless individuals and families for not less than a period of three (3) or ten (10) years, depending on the type of renovation and the value of the building. The "value of the building" is the reasonable monetary value assigned to the building, such as the value assigned by an independent real estate appraiser. The minimum use period must begin on the date the building is first occupied by a homeless individual or family after the completed renovation. A minimum period of use of ten (10) years, required for major rehabilitation and conversion, must be enforced by a recorded deed or use restriction.

a) *Major rehabilitation.* If the rehabilitation cost of an emergency shelter exceeds 75 percent of the value of the building before rehabilitation, the minimum period of use is ten (10) years.

b) *Conversion.* If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the minimum period of use is ten (10) years.

c) *Renovation other than major rehabilitation or conversion.* In all other cases where ESG funds are used for renovation, the minimum period of use is three (3) years.

B) *Essential services and shelter operations.* Where the recipient or subrecipient uses ESG funds solely for essential services or shelter operations, the recipient or subrecipient must provide services or shelter to homeless individuals and families at least for the period during which the ESG funds are provided. The recipient or subrecipient does not need to limit these services or shelter to a particular site or structure, so long as the site or structure serves the same type of persons originally served with the assistance (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or serves homeless persons in the same area where the recipient or subrecipient originally provided the services or shelter.

4) *Maintenance of effort.* The maintenance of effort requirements under §576.101(c), which apply to the use of ESG funds for essential services related to street outreach, also apply for the use of such funds for essential services related to emergency shelter.

c. **"Homelessness prevention component"** as defined in 24 CFR part 576.103

1) ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to

prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the “homeless” definition in §576.2. This assistance, referred to as homelessness prevention, may be provided to individuals and families who meet the criteria under the “at risk of homelessness” definition, or who meet the criteria in paragraph (2), (3), or (4) of the “homeless” definition in §576.2 and have an annual income below 30 percent of median family income for the area, as determined by HUD. The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in the program participant's current permanent housing or move into other permanent housing and achieve stability in that housing. Homelessness prevention must be provided in accordance with the housing relocation and stabilization services requirements in §576.105, the short-term and medium-term rental assistance requirements in §576.106, and the written standards and procedures established under §576.400.

d. **“Rapid re-housing assistance component”** as defined in 24 CFR part 576.104

1) ESG funds may be used to provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. This assistance, referred to as rapid re-housing assistance, may be provided to program participants who meet the criteria under paragraph (1) of the “homeless” definition in §576.2 or who meet the criteria under paragraph (4) of the “homeless” definition and live in an emergency shelter or other place described in paragraph (1) of the “homeless” definition. The rapid re-housing assistance must be provided in accordance with the housing relocation and stabilization services requirements in §576.105, the short- and medium-term rental assistance requirements in §576.106, and the written standards and procedures established under §576.400.

e. **“Housing relocation and stabilization services”** as defined in 24 CFR part 576.105

1) *Financial assistance costs.* Subject to the general conditions under §576.103 and §576.104, ESG funds may be used to pay housing owners, utility companies, and other third parties for the following costs:

A) *Rental application fees.* ESG funds may pay for the rental housing application fee that is charged by the owner to all applicants.

B) *Security deposits.* ESG funds may pay for a security deposit that is equal to no more than 2 months' rent.

C) *Last month's rent.* If necessary to obtain housing for a program participant, the last month's rent may be paid from ESG funds to the owner of that housing at the time the owner is paid the security deposit and the first month's rent. This assistance must not exceed one (1) month's rent and must be included in calculating the program participant's total rental assistance, which cannot exceed 24 months during any 3-year period.

D) *Utility deposits.* ESG funds may pay for a standard utility deposit required by the utility company for all customers for the utilities listed in paragraph (5) of this section.

E) *Utility payments.* ESG funds may pay for up to 24 months of utility payments per program participant, per service, including up to six (6) months of utility payments in arrears, per service. A partial payment of a utility bill counts as one (1) month. This assistance may only be provided if the program participant or a member of the same household has an account in his or her name with a utility company or proof of responsibility to make utility payments. Eligible utility services are gas, electric, water, and sewage. No program participant shall receive more than 24 months of utility assistance within any three (3) year period.

F) *Moving costs.* ESG funds may pay for moving costs, such as truck rental or hiring a moving company. This assistance may include payment of temporary storage fees for up to three (3) months, provided that the fees are accrued after the date the program participant begins receiving assistance under paragraph (b) of this section and before the program participant moves into permanent housing. Payment of temporary storage fees in arrears is not eligible.

2) *Services costs.* Subject to the general restrictions under §576.103 and §576.104, ESG funds may be used to pay the costs of providing the following services:

A) *Housing search and placement.* Services or activities necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing, include the following:

- a) Assessment of housing barriers, needs, and preferences;
- b) Development of an action plan for locating housing;
- c) Housing search;
- d) Outreach to and negotiation with owners;
- e) Assistance with submitting rental applications and understanding leases;
- f) Assessment of housing for compliance with ESG requirements for habitability, lead-based paint, and rent reasonableness;
- g) Assistance with obtaining utilities and making moving arrangements; and
- h) Tenant counseling.

B) *Housing stability case management.* ESG funds may be used to pay cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing. This assistance cannot exceed 30 days during the period the program participant is seeking permanent housing and cannot exceed 24 months during the period the program participant is living in permanent housing. Component services and activities consist of:

a) Using the centralized or coordinated assessment system as required under §576.400(d), to evaluate individuals and families applying for or receiving homelessness prevention or rapid re-housing assistance;

b) Conducting the initial evaluation required under §576.401(a), including verifying and documenting eligibility, for individuals and families applying for homelessness prevention or rapid re-housing assistance;

c) Counseling;

d) Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;

e) Monitoring and evaluating program participant progress;

f) Providing information and referrals to other providers;

g) Developing an individualized housing and service plan, including planning a path to permanent housing stability; and

h) Conducting re-evaluations required under §576.401(b).

C) *Mediation.* ESG funds may pay for mediation between the program participant and the owner or person(s) with whom the program participant is living, provided that the mediation is necessary to prevent the program participant from losing permanent housing in which the program participant currently resides.

D) *Legal services.* ESG funds may pay for legal services, as set forth in §576.102(a)(1)(vi), except that the eligible subject matters also include landlord/tenant matters, and the services must be necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides.

E) *Credit repair.* ESG funds may pay for credit counseling and other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and

resolving personal credit problems. This assistance does not include the payment or modification of a debt.

3) *Maximum amounts and periods of assistance.* The recipient may set a maximum dollar amount that a program participant may receive for each type of financial assistance under paragraph (a) of this section. The recipient may also set a maximum period for which a program participant may receive any of the types of assistance or services under this section. However, except for housing stability case management, the total period for which any program participant may receive the services under paragraph (b) of this section must not exceed 24 months during any three (3) year period. The limits on the assistance under this section apply to the total assistance an individual receives, either as an individual or as part of a family.

4) *Use with other subsidies.* Financial assistance under paragraph (a) of this section cannot be provided to a program participant who is receiving the same type of assistance through other public sources or to a program participant who has been provided with replacement housing payments under the URA, during the period of time covered by the URA payments.

f. Short-term and medium-term rental assistance under § 576.106

1) *General provisions.* Subject to the general conditions under §576.103 and §576.104, the recipient or subrecipient may provide a program participant with up to 24 months of rental assistance during any three (3) year period. This assistance may be short-term rental assistance, medium-term rental assistance, payment of rental arrears, or any combination of this assistance.

A) Short-term rental assistance is assistance for up to three (3) months of rent.

B) Medium-term rental assistance is assistance for more than three (3) months but not more than 24 months of rent.

C) Payment of rental arrears consists of a one (1) time payment for up to six (6) months of rent in arrears, including any late fees on those arrears.

D) Rental assistance may be tenant-based or project-based, as set forth in paragraphs (h) and (i) of this section.

2) *Discretion to set caps and conditions.* Subject to the requirements of this section, the recipient may set a maximum amount or percentage of rental assistance that a program participant may receive, a maximum number of months that a program participant may receive rental assistance, or a maximum number of times that a program participant may receive rental assistance. The recipient may also require program participants to share in the costs of rent.

3) *Use with other subsidies.* Except for a one (1) time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot

be provided to a program participant who is receiving tenant-based rental assistance, or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URA payments.

4) *Rent restrictions.*

A) Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888, and complies with HUD's standard of rent reasonableness, as established under [24 CFR part 982.507](#).

B) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.

5) *Rental assistance agreement.* The recipient or subrecipient may make rental assistance payments only to an owner with whom the recipient or subrecipient has entered into a rental assistance agreement. The rental assistance agreement must set forth the terms under which rental assistance will be provided, including the requirements that apply under this section. The rental assistance agreement must provide that, during the term of the agreement, the owner must give the recipient or subrecipient a copy of any notice to the program participant to vacate the housing unit, or any complaint used under State or local law to commence an eviction action against the program participant.

6) *Late payments.* The recipient or subrecipient must make timely payments to each owner in accordance with the rental assistance agreement. The rental assistance agreement must contain the same payment due date, grace period, and late payment penalty requirements as the program participant's lease. The recipient or subrecipient is solely responsible for paying late payment penalties that it incurs with non-ESG funds.

7) *Lease.* Each program participant receiving rental assistance must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must be between the owner and the program participant. Where the assistance is solely for rental arrears, an oral agreement may be accepted in place of a written lease, if the agreement gives the program participant an enforceable leasehold interest under State law and the agreement and rent owed are sufficiently documented by the owner's financial records, rent ledgers, or canceled checks. For program participants living in housing with project-based rental assistance under paragraph (i) of this section, the lease must have an initial term of one (1) year.

8) *Tenant-based rental assistance.*

A) A program participant who receives tenant-based rental assistance may select a housing unit in which to live and may move to another unit or building and continue to receive rental assistance, as long as the program participant continues to meet the program requirements.

B) The recipient may require that all program participants live within a particular area for the period in which the rental assistance is provided.

C) The rental assistance agreement with the owner must terminate and no further rental assistance payments under that agreement may be made if:

a) The program participant moves out of the housing unit for which the program participant has a lease;

b) The lease terminates and is not renewed; or

c) The program participant becomes ineligible to receive ESG rental assistance.

9) *Project-based rental assistance.* If the recipient or subrecipient identifies a permanent housing unit that meets ESG requirements and becomes available before a program participant is identified to lease the unit, the recipient or subrecipient may enter into a rental assistance agreement with the owner to reserve the unit and subsidize its rent in accordance with the following requirements:

A) The rental assistance agreement may cover one (1) or more permanent housing units in the same building. Each unit covered by the rental assistance agreement ("assisted unit") may only be occupied by program participants, except as provided under paragraph (i)(4) of this section.

B) The recipient or subrecipient may pay up to 100 percent of the first month's rent, provided that a program participant signs a lease and moves into the unit before the end of the month for which the first month's rent is paid. The rent paid before a program participant moves into the unit must not exceed the rent to be charged under the program participant's lease and must be included when determining that program participant's total rental assistance.

C) The recipient or subrecipient may make monthly rental assistance payments only for each whole or partial month an assisted unit is leased to a program participant. When a program participant moves out of an assisted unit, the recipient or subrecipient may pay the next month's rent, *i.e.*, the first month's rent for a new program participant, as provided in paragraph (i)(2) of this section.

D) The program participant's lease must not condition the term of occupancy to the provision of rental assistance payments. If the program participant is determined ineligible or reaches the maximum number of months over which

rental assistance can be provided, the recipient or subrecipient must suspend or terminate the rental assistance payments for the unit. If the payments are suspended, the individual or family may remain in the assisted unit as permitted under the lease, and the recipient or subrecipient may resume payments if the individual or family again becomes eligible and needs further rental assistance. If the payments are terminated, the rental assistance may be transferred to another available unit in the same building, provided that the other unit meets all ESG requirements.

E) The rental assistance agreement must have an initial term of one (1) year. When a new program participant moves into an assisted unit, the term of the rental assistance agreement may be extended to cover the initial term of the program participant's lease. If the program participant's lease is renewed, the rental assistance agreement may be renewed or extended, as needed, up to the maximum number of months for which the program participant remains eligible. However, under no circumstances may the recipient or subrecipient commit ESG funds to be expended beyond the expenditure deadline in §576.203 or commit funds for a future ESG grant before the grant is awarded.

10) *Changes in household composition.* The limits on the assistance under this section apply to the total assistance an individual receives, either as an individual or as part of a family.

g. **"HMIS component"** as defined in 24 CFR part 576.107

1) *Eligible costs.*

A) The recipient or subrecipient may use ESG funds to pay the costs of contributing data to the HMIS designated by the Continuum of Care for the area, including the costs of:

- a) Purchasing or leasing computer hardware;
- b) Purchasing software or software licenses;
- c) Purchasing or leasing equipment, including telephones, fax machines, and furniture;
- d) Obtaining technical support;
- e) Leasing office space;
- f) Paying charges for electricity, gas, water, phone service, and high-speed data transmission necessary to operate or contribute data to the HMIS;
- g) Paying salaries for operating HMIS, including:
 - (i) Completing data entry;
 - (ii) Monitoring and reviewing data quality;

(iii) Completing data analysis;

(iv) Reporting to the HMIS Lead;

(v) Training staff on using the HMIS or comparable database; and

(vi) Implementing and complying with HMIS requirements;

h) Paying costs of staff to travel to and attend HUD-sponsored and HUD-approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act;

i) Paying staff travel costs to conduct intake; and

j) Paying participation fees charged by the HMIS Lead, if the recipient or subrecipient is not the HMIS Lead. The HMIS Lead is the entity designated by the Continuum of Care to operate the area's HMIS.

B) If the recipient is the HMIS lead agency, as designated by the Continuum of Care in the most recent fiscal year Continuum of Care Homeless Assistance Grants Competition, it may also use ESG funds to pay the costs of:

a) Hosting and maintaining HMIS software or data;

b) Backing up, recovering, or repairing HMIS software or data;

c) Upgrading, customizing, and enhancing the HMIS;

d) Integrating and warehousing data, including development of a data warehouse for use in aggregating data from subrecipients using multiple software systems;

e) Administering the system;

f) Reporting to providers, the Continuum of Care, and HUD; and

g) Conducting training on using the system or a comparable database, including traveling to the training.

C) If the subrecipient is a victim services provider or a legal services provider, it may use ESG funds to establish and operate a comparable database that collects client-level data over time (*i.e.*, longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

2) *General restrictions.* Activities funded under this section must comply with HUD's standards on participation, data collection, and reporting under a local HMIS.

F. **"Shelter and housing standards"** as defined in 24 CFR part 576.403

a. *Lead-based paint remediation and disclosure.* The Lead-Based Paint Poisoning Prevention Act ([42 U.S.C. 4821–4846](#)), the Residential Lead-Based Paint Hazard Reduction Act of 1992 ([42 U.S.C. 4851–4856](#)), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by program participants.

b. *Minimum standards for emergency shelters.* Any building for which ESG funds are used for conversion, major rehabilitation, or other renovation, must meet State or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards. The recipient may also establish standards that exceed or add to these minimum standards.

1) *Structure and materials.* The shelter building must be structurally sound to protect residents from the elements and not pose any threat to health and safety of the residents. Any renovation (including major rehabilitation and conversion) carried out with ESG assistance must use Energy Star and WaterSense products and appliances.

2) *Access.* The shelter must be accessible in accordance with Section 504 of the Rehabilitation Act ([29 U.S.C. 794](#)) and implementing regulations at 24 CFR part 8; the Fair Housing Act ([42 U.S.C. 3601 et seq.](#)) and implementing regulations at 24 CFR part 100; and Title II of the Americans with Disabilities Act ([42 U.S.C. 12131 et seq.](#)) and 28 CFR part 35; where applicable.

3) *Space and security.* Except where the shelter is intended for day use only, the shelter must provide each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.

4) *Interior air quality.* Each room or space within the shelter must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.

5) *Water supply.* The shelter's water supply must be free of contamination.

6) *Sanitary facilities.* Each program participant in the shelter must have access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.

7) *Thermal environment.* The shelter must have any necessary heating/cooling facilities in proper operating condition.

8) *Illumination and electricity.* The shelter must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.

9) *Food preparation.* Food preparation areas, if any, must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.

10) *Sanitary conditions.* The shelter must be maintained in a sanitary condition.

11) *Fire safety.* There must be at least one (1) working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors must be located near sleeping areas. The fire alarm system must be designed for hearing-impaired residents. All public areas of the shelter must have at least one (1) working smoke detector. There must also be a second means of exiting the building in the event of fire or other emergency.

G. *Minimum standards for permanent housing.* The recipient or subrecipient cannot use ESG funds to help a program participant remain or move into housing that does not meet the minimum habitability standards provided in this paragraph G. The recipient may also establish standards that exceed or add to these minimum standards.

a. *Structure and materials.* The structures must be structurally sound to protect residents from the elements and not pose any threat to the health and safety of the residents.

b. *Space and security.* Each resident must be provided adequate space and security for themselves and their belongings. Each resident must be provided an acceptable place to sleep.

c. *Interior air quality.* Each room or space must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.

d. *Water supply.* The water supply must be free from contamination.

e. *Sanitary facilities.* Residents must have access to sufficient sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human waste.

f. *Thermal environment.* The housing must have any necessary heating/cooling facilities in proper operating condition.

g. *Illumination and electricity.* The structure must have adequate natural or artificial illumination to permit normal indoor activities and support health and

safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the structure.

h. *Food preparation.* All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.

i. *Sanitary conditions.* The housing must be maintained in a sanitary condition.

j. *Fire safety.*

1) There must be a second means of exiting the building in the event of fire or other emergency.

2) Each unit must include at least one (1) battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. Smoke detectors must be located, to the extent practicable, in a hallway adjacent to a bedroom. If the unit is occupied by hearing impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied by a hearing-impaired person.

3) The public areas of all housing must be equipped with a sufficient number, but not less than one (1) for each area, of battery-operated or hard-wired smoke detectors. Public areas include, but are not limited to, laundry rooms, community rooms, day care centers, hallways, stairwells, and other common areas.

H. **"Terminating assistance"** as defined in 24 CFR part 576.402

a. *In general.* If a program participant violates program requirements, the recipient or subrecipient may terminate the assistance in accordance with a formal process established by the recipient or subrecipient that recognizes the rights of individuals affected. The recipient or subrecipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases.

b. *Program participants receiving rental assistance or housing relocation and stabilization services.* To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of:

1) Written notice to the program participant containing a clear statement of the reasons for termination;

2) A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and

3) Prompt written notice of the final decision to the program participant.

c. *Ability to provide further assistance.* Termination under this section does not bar the recipient or subrecipient from providing further assistance at a later date to the same family or individual.

2. COUNTY's Maximum Financial Obligations

(a) COUNTY's maximum financial obligation under this Agreement shall not exceed Twenty-Eight Thousand and no/100 Dollars (\$28,000.00) and shall only be paid from ESG Program funds received by COUNTY from HUD. These funds shall be considered a grant to NONPROFIT under the terms of this Agreement. Any funds not used for Project by NONPROFIT shall reduce COUNTY's maximum financial obligation.

(b) Notwithstanding the foregoing, COUNTY's duty to pay NONPROFIT under this Agreement is expressly contingent on COUNTY's receipt of ESG Program funds from the federal government allocated for this Project. In the event that such funds are not received by COUNTY, NONPROFIT agrees that COUNTY, at its sole option, may terminate or suspend this Agreement until such funds are received. NONPROFIT hereby agrees to and grants said option to COUNTY without reservation or claim for future cause of action based thereon.

(c) COUNTY may withhold funds from NONPROFIT if NONPROFIT, in COUNTY's determination, is not complying with provisions of the Act, federal regulations thereunder, terms of the ESG Program grant from the federal government to COUNTY, the regulations of COUNTY promulgated to facilitate the administration of such grant, the terms of this Agreement, or any other statute or regulation applicable to the ESG Program or administration thereof. COUNTY agrees to inform NONPROFIT within fifteen (15) days if COUNTY becomes aware that NONPROFIT is not in compliance with the foregoing.

(d) COUNTY may withhold funds from NONPROFIT if NONPROFIT does not provide and utilize matching funds as specified in paragraph 3(c) of this Agreement.

3. NONPROFIT's Obligations

(a) NONPROFIT shall be the lead agency and be responsible for implementing Project in conformance with the Act and ESG Program regulations at 24 CFR part 576.

(b) NONPROFIT shall submit a certified claim at least quarterly (once every three (3) months). Said certified claim is to be itemized and properly documented so as to clearly indicate, at minimum, the services for which payment is being claimed, the facility/vendor being paid, and the basis for cost computation whether by cost per hour, cost per week, cost per month, cost per unit, or other measurement as agreed by and between COUNTY and NONPROFIT. It shall report the source and amount of matching funds paid out by NONPROFIT for the ESG Program activities, and the number of people served with the ESG Program and matching funds during the period and covered by the claim and for the total Project term to date.

(c) NONPROFIT shall provide and utilize matching funds as required under the ESG Program regulations at 24 CFR part 576.201. Such matching funds shall not have been committed to the ESG Program in any agreement entered into by NONPROFIT before the date of the HUD approval of COUNTY's application for ESG Program funds.

(d) NONPROFIT shall maintain its tax exemption under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and applicable provisions of the California Revenue and Taxation Code. NONPROFIT shall provide its Employer's Identification Number ("EIN") to the COUNTY.

(e) NONPROFIT agrees to terminate assistance only in accordance with a formal process which meets the requirements of 24 CFR part 576.402

(f) NONPROFIT shall assist NONPROFIT clients in obtaining appropriate supportive services, including permanent housing, medical and mental health treatment, counseling, supervision, and other services essential for achieving independent living, and other Federal, State, local, and private assistance.

(g) NONPROFIT shall develop and implement procedures to ensure confidentiality of records pertaining to any individual provided family violence prevention or treatment services under the ESG Program, including protection against the release of the address or location of any family violence shelter project except with the written authorization of the person responsible for the operation of that shelter in accordance with 42 U.S.C. 11375(c)(5). NONPROFIT has provided COUNTY with a copy of these procedures, and will inform COUNTY if the procedures change.

(h) If NONPROFIT operates an emergency shelter, in accordance with Section 1402(d) of the Housing and Community Development Act of 1992, amending Section 415 of the Act, NONPROFIT agrees to involve, to the maximum extent practicable, homeless individuals and families in maintaining and operating the emergency shelter and in providing services for occupants of said emergency shelter (42 U.S.C. 11375(c)(7)).

(i) To the maximum extent practicable and where appropriate, NONPROFIT shall use no ESG Program funds to assist persons being discharged from a State or locally funded institution or system of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions). If NONPROFIT assists persons being discharged from such an institution or system of care using other than ESG Program funds, for each person assisted, NONPROFIT shall create and maintain a record that documents the place from which the person was discharged, nature of the assistance rendered by NONPROFIT, and the source(s) of funding for the assistance.

4. COUNTY's Obligations

(a) COUNTY shall provide ESG Program funds for Project activities to be carried out by NONPROFIT.

(b) To the extent it determines necessary, COUNTY will assist with monitoring implementation of Project to assist with compliance with applicable HUD regulations.

(c) Disbursements shall be made by COUNTY to NONPROFIT or its designee, after NONPROFIT's submittal to COUNTY of a certified claim executed by a properly designated official of NONPROFIT indicating the expenses incurred by NONPROFIT for Project activities.

(d) NONPROFIT agrees that the Board of Supervisors of COUNTY or its designee is hereby empowered to make an independent determination as to Project activities which have been completed, and any such determination is conclusive.

(e) COUNTY shall process invoices of NONPROFIT for payment under this Agreement with due diligence.

5. Compliance with Laws

(a) NONPROFIT agrees to comply with the provisions of the Act, any amendments thereto, the federal regulations and guidelines now or hereafter enacted pursuant to the Act, terms of the ESG Program grant to COUNTY now or hereafter in effect, and the regulations now or hereafter enacted by COUNTY to facilitate its administration of the ESG Program grant in Kern County, or any other statute, regulation or guideline applicable to the ESG Program, including, without limitation, the requirements under 24 CFR part 576. NONPROFIT shall become familiar with the applicable statutes, regulations and guidelines governing the ESG Program, each of which is made a part hereof and incorporated herein by this reference as if set forth in full.

(b) It is agreed that all provisions of State of California law applicable to public contracts (except to the extent California law may be waived and is waived by the parties) are a part of this Agreement to the same extent as if set forth herein in full and shall be complied with by NONPROFIT under this Agreement and any related agreements.

(c) Should COUNTY become subject to any sanctions, including but not limited to those enumerated at 24 CFR part 576.501, due to any failure by NONPROFIT or NONPROFIT's agents to comply with all Federal, State and local laws and regulations, NONPROFIT hereby agrees without reservation to be liable for any such sanctions and shall fully reimburse COUNTY for any payments made or funding lost as a result of such sanctions.

(d) COUNTY and NONPROFIT shall comply with any applicable requirements under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

(e) All references or citations to Federal, State, or local codes, statutes, rules, regulations or executive orders are effective and applicable to this Agreement only to the extent they are currently valid or as they are from time to time amended, repealed or superseded.

(f) COUNTY and NONPROFIT shall comply with Program Requirements required under 24 CFR part 576.400.

(g) COUNTY and NONPROFIT shall comply with Evaluation of Program Participant Eligibility Needs as required under 24 CFR part 576.401.

(h) NONPROFIT shall comply with requirements regarding Terminating Assistance as required under 24 CFR part 576.402.

(i) COUNTY and NONPROFIT shall comply with Conflict of Interest requirements under 24 CFR part 576.404.

6. Records and Administration

(a) NONPROFIT shall comply with the policies, guidelines, and requirements of 2 CFR part 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS as now in effect and may be amended from time to time, including without limitation, cost allocation plans, and procurement, as they relate to the acceptance and use of ESG Program funds by NONPROFIT organizations. In the event COUNTY determines that an intentionally false or fraudulent certified claim has or is being filed by NONPROFIT, COUNTY, in its sole discretion, may immediately terminate this Agreement and/or NONPROFIT shall reimburse COUNTY for any and all funds found to be improperly paid, as well as those reasonable costs, including attorney fees, associated with the investigation and recovery of the contested claims and/or amounts.

(b) NONPROFIT agrees to maintain Project documents, records and accounts, personnel and financial records, and submit such financial and performance reports as are required to assure a proper accounting of all Project funds, as required by the regulations adopted pursuant to the Act. Methods used to determine costs assigned to Project must conform to 2 CFR part 200 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS as now in effect and may be amended from time to time, and must not differ substantially from the methods used by NONPROFIT to determine costs for other aspects of its operations or programs. NONPROFIT shall provide for access during normal business hours to the Project records by Federal, State and COUNTY auditors, or their authorized agents, as may be deemed necessary to carry out their audit responsibilities. NONPROFIT shall retain Project records for five (5) years after completion of Project, or until all related audit issues are resolved, whichever should occur later.

(c) COUNTY and NONPROFIT shall comply with Recordkeeping and Reporting Requirements established at 24 CFR part 576.500.

(d) NONPROFIT shall participate fully in the Bakersfield/Kern County Homeless Management Information System (HMIS), except as specifically prohibited by law. Additionally, NONPROFIT shall comply with the confidentiality requirement as set

forth in 42 U.S.C. 11375, and provide COUNTY with a written copy of their relevant policies and procedures.

(e) NONPROFIT shall provide COUNTY with information as required to complete ESG annual reporting as required by HUD as defined in ESG regulations and the The eCon Planning Suite: A Desk Guide for Using IDIS to Prepare the Consolidated Plan, Annual Action Plan, and Consolidated Annual Performance and Evaluation Report (CAPER). Such information shall be provided to COUNTY no later than July 31st for each annual reporting period ended June 30th in which funds are expended under this Agreement.

7. Other Federal Requirements

Use of ESG Program funds must comply with the following additional requirements:

(a) Nondiscrimination and Equal Opportunity

(1) The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063 and implementing regulations at 24 CFR part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and implementing regulations issued at 24 CFR part 1;

(2) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146 and the prohibitions against discrimination against otherwise qualified individuals with disabilities under section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and implementing regulations at 24 CFR part 8;

(3) The requirements of Executive Order 11246 and the regulations issued under the Order at 41 CFR part 60.30;

(4) The requirements of Executive Orders 11625, 12432, and 12138. Consistent with HUD's responsibilities under these Orders, NONPROFIT must make efforts to encourage the use of minority and women business enterprises in connection with activities funded under the ESG Program; and

(5) The requirements that NONPROFIT make known that the use of the facilities and services funded hereunder are available to all on a nondiscriminatory basis. Where the procedures that NONPROFIT intends to use to make known the availability of such facilities and services are unlikely to reach persons with disabilities or persons of any particular race, color, religion, sex, age or national origin within its service area who may qualify for them, NONPROFIT must establish additional procedures that will ensure that these persons are made aware of the facilities and services. NONPROFIT must also adopt and implement procedures designed to make available to interested persons information concerning the existence and location of services and facilities that are

accessible to persons with disabilities.

(6) The requirements of 24 CFR 5.106 equal access in accordance with an individual's gender identity shall apply to recipients and subrecipients, as well as to owners, operators, and managers. The admissions, occupancy, and operating policies and procedures shall include policies and procedures to protect privacy, health, safety, and security to ensure: equal access to programs, shelters, other buildings and facilities, benefits, services, and accommodations in accordance with an individual's gender identity and in a manner that affords equal access to the individual's family; an individual is placed, served, and accommodated in accordance with the gender identity of the individual; and an individual is not subjected to intrusive questioning or asked to provide anatomical information or documentary, physical, or medical evidence of the individual's gender identity.

(b) Lead-Based Paint

(1) This Agreement is subject to the prohibition against the use of lead-based paint. Section 401(b) of the Lead-Based Paint Poisoning Prevention Act directs the prohibition of the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance. Such prohibitions are contained in 24 CFR part 35.135, and are applicable to residential structures constructed or rehabilitated with assistance of ESG Program funds.

(2) Any necessary paint removal under this Project shall be done in accordance with 24 CFR part 35.140, which prohibits the removal of paint that is, or may be, lead-based paint, through the following methods:

- (i) Open flame burning or torching;
- (ii) Machine sanding or grinding without a high-efficiency particulate air (HEPA) local exhaust control;
- (iii) Abrasive blasting or sandblasting without HEPA local exhaust control;
- (iv) Heat guns operating above 1100 degrees Fahrenheit or charring the paint;
- (v) Dry sanding or dry scraping, except dry scraping in conjunction with heat guns or within 1.0 ft. (0.30 m) of electrical outlets, or when treating defective paint spots totaling no more than 2 sq. ft. (0.20 sq. m.) in any one interior room or space, or totaling no more than 20 sq. ft. (2.0 sq. m.) on exterior surfaces; and
- (vi) Paint stripping in a poorly ventilated space using a volatile stripper that is a hazardous substance in accordance with

regulations of the Consumer Product Safety Commission at 16 CFR 1500.3 and/or hazardous chemical in accordance with the Occupational Safety and Health Administration regulations at 29 CFR 1910.1200 or 1926.59, as applicable to the work.

(c) Prohibited Interest of Officials and Employees

In addition to the conflict of interest requirements in OMB Circulars A-102 and A-110, no person who is an employee, agent, consultant, officer, or elected or appointed official of COUNTY, or NONPROFIT (or of any designated public agency) that receives ESG Program funds and who exercises any functions or responsibilities with respect to the ESG Program during his tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work to be performed pursuant to this Agreement. NONPROFIT shall incorporate or cause to be incorporated, in all contracts or subcontracts, relating in any manner to this Agreement, a provision prohibiting such interest.

The parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of the COUNTY relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, COUNTY may immediately terminate this Agreement by giving written notice thereof. NONPROFIT shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

(d) Use of Debarred, Suspended, or Ineligible Contractors or Subrecipients

Assistance provided under this Agreement shall not be used directly or indirectly to employ, award contracts, or otherwise engage the services of, or fund any contract or subrecipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR part 24.

(e) Drug-Free Workplace Act of 1988

NONPROFIT, in executing this Agreement certifies that it and any of its agents or subcontractors will maintain a drug-free workplace in accordance with the requirements of 2 CFR 182.

(f) Audit

In the event NONPROFIT expends at least seven hundred fifty thousand dollars (\$750,000) in federal financial assistance in any single fiscal year, from all sources combined, it shall arrange at its own expense for performance of an audit in accordance

with 2 CFR Chapter I, Chapter II, Part 200, Subpart F, incorporated herein by this reference as if set forth in full.

The results of the audit must be submitted to COUNTY within 30 days of completion. Acceptance of NONPROFIT's audit reports by COUNTY does not prohibit COUNTY from performing any additional audit work required to follow up on findings, as deemed necessary by COUNTY, or as necessary for COUNTY to comply with any administrative or audit requirements imposed by the Federal or State government.

8. Political Activity

NONPROFIT agrees that no ESG Program funds shall be expended to finance any political activity in contravention of the Hatch Act of 1939, as amended, 5 U.S.C. 15 et seq.

9. Prohibited Use of Federal Funds for Lobbying

NONPROFIT certifies, to the best of its knowledge and belief, that no federally appropriated funds have been paid or will be paid, by or on behalf of NONPROFIT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds, other than federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, NONPROFIT shall complete and submit, in accordance with its instructions, Standard Form-LLL, "Disclosure of Lobbying Activities", attached hereto as **Exhibit "A"** and incorporated herein by this reference as if set forth in full.

NONPROFIT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under any federal grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

10. Use of Grant Funds for Religious Purpose

NONPROFIT is subject to the regulations at 24 CFR part 576.406, which requires organizations that are directly funded under the ESG Program may not engage in inherently religious activities as part of the ESG funded programs and services. Additionally, no otherwise qualified individual shall, solely by reason of his or her religion or religious belief, be excluded from the participation in, be denied the benefits of, or be

subjected to, discrimination under any ESG Program.

No person performing any service or providing any goods designated under this Contract shall participate in any political or religious activity on County time or in any manner involving the use of county property or expenditure of public funds nor conveying the implication of County endorsement or support for a candidate for local, state, or federal office.

Notwithstanding the foregoing, nothing in this Contract shall be construed to unlawfully limit an individual's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Contract.

11. Indemnification and Insurance

NONPROFIT 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 NONPROFIT 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 NONPROFIT by any person or entity.

NONPROFIT acknowledges that NONPROFIT, and all contractors hired by NONPROFIT to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). NONPROFIT is and shall remain in compliance with the IRCA and shall ensure that only contractors hired by NONPROFIT to perform services under this Agreement are in compliance with the IRCA. In addition, NONPROFIT 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 NONPROFIT's employees or the employees of any contractor hired by NONPROFIT, are not authorized to work in the United States for NONPROFIT or its contractor and/or any other claims based upon alleged IRCA violations committed by NONPROFIT or its contractor(s).

NONPROFIT 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 NONPROFIT's actions in connection with the performance of NONPROFIT's obligations, as required in this Agreement, shall secure and maintain

insurance as described below. NONPROFIT shall not perform any work under this Agreement until NONPROFIT has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the COUNTY's authorized insurance representative, Insurance Tracking Services Inc. (ITS). 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, NONPROFIT 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 NONPROFIT shall promptly deliver to ITS 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 ITS 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. NONPROFIT shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by NONPROFIT or COUNTY as an additional insured.

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

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

NONPROFIT 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) NONPROFIT 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 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. NONPROFIT 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 ten thousand (\$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, NONPROFIT 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 NONPROFIT shall be maintained until the completion of all of NONPROFIT's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the NONPROFIT 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 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. NONPROFIT 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 NONPROFIT is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, NONPROFIT 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 NONPROFIT is equivalent to the above-required coverages.

f. All insurance afforded by NONPROFIT 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 NONPROFIT 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 NONPROFIT to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by NONPROFIT. COUNTY, at its sole option, may terminate this Agreement and obtain damages from NONPROFIT resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to NONPROFIT, COUNTY shall deduct from sums due to NONPROFIT any premiums and associated costs advanced or paid by COUNTY for such insurance. If the balance of monies obligated to NONPROFIT pursuant to this Agreement is insufficient to reimburse COUNTY for the premiums and any associated costs, NONPROFIT 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 NONPROFIT of its obligation to obtain and maintain the insurance coverages required by this Agreement.

i. Subcontractor Requirements

(1) If NONPROFIT hires a consultant to provide professional services, such as counseling or substance abuse treatment services, under this Agreement, NONPROFIT 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, NONPROFIT shall require that all contractors hired by NONPROFIT 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.

12. Assignment

NONPROFIT shall not assign any right, title or interest it may acquire by reason of this Agreement except upon first obtaining the written consent of the COUNTY.

13. Concurrent Remedy

No right or remedy herein conferred on or reserved to COUNTY is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

14. Non Waiver

No covenant or condition of this Agreement to be performed by NONPROFIT can be waived except by the written consent of COUNTY. Forbearance or indulgence by COUNTY in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by NONPROFIT. A waiver of one covenant or condition by COUNTY does not grant or imply a waiver of any other covenant or condition to be performed by NONPROFIT. COUNTY shall be entitled to invoke any remedy available to COUNTY under this Agreement or by law or in equity despite said forbearance or indulgence.

15. Incorporation of Prior Agreements and Amendments

This Agreement, including all attachments hereto and any reference to pertinent Federal or State laws and regulations, contains the entire Agreement between the parties, relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

16. Severability

Should any part, term, portion or provision of this Agreement be finally decided to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

17. Signatory Authority

Each individual executing this Agreement on behalf of each party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms. NONPROFIT shall, prior to Agreement execution by COUNTY's Board of Supervisors, deliver to COUNTY a copy of the resolution or minute order of NONPROFIT's governing body authorizing the execution of this Agreement.

18. Modifications

The terms of this Agreement may only be modified by the written consent of the parties hereto.

19. Term of Agreement

The term of this Agreement shall commence as of the date first written above and shall terminate on the date shown in **SCHEDULE "A"** as the term. Notwithstanding the foregoing, this Agreement shall be in effect only during such time as COUNTY maintains its ESG Program in effect in Kern County under the ESG Program Grant to COUNTY, except that NONPROFIT shall retain records as is required in **Section 6** entitled "Records and Administration".

20. Termination

Notwithstanding **Section 19**, above, COUNTY and NONPROFIT each reserve the right to terminate this Agreement according to the standards and requirements found at 2 CFR 200.339 upon giving 30 days' notice to the other party. In the event this Agreement is terminated, NONPROFIT shall furnish to COUNTY the results of its work or copies of any and all documents relating to Project in NONPROFIT's possession up to the date of termination.

21. Execution

This Agreement is effective upon the date indicated herein above. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this

Agreement.

22. Notices

Notices shall be sufficiently given hereunder if personally served upon the Clerk of the Board of Supervisors of COUNTY or the Executive Director of NONPROFIT or if sent by the United States mail, postage prepaid, as follows:

If directed to COUNTY:

Planning and Natural Resources Department
c/o Clerk of the Board of Supervisors
County Administrative Center
1115 Truxtun Avenue, Fifth Floor
Bakersfield, California 93301

If directed to NONPROFIT:

Be Finally Free, Inc.
1819 Brundage Lane
Bakersfield, California 93304

23. Venue

This Agreement has been entered into and is to be performed in the County of Kern, California. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be brought in the County of Kern.

24. Opinions and Determinations

Where the terms of this Agreement provide for action to be based upon the opinion, judgment, approval, review, discretion, option, or determination of either COUNTY or NONPROFIT, such terms are not intended to be and shall not be construed as permitting such opinion, judgment, approval, review, discretion, option, or determination to be arbitrary, capricious, or unreasonable.

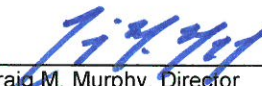
25. No Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement, shall be strictly reserved to COUNTY and NONPROFIT. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of COUNTY and NONPROFIT that any such person or entity, other than COUNTY and NONPROFIT, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers and agents hereunto duly authorized as of the day and year first above written.

APPROVED AS TO CONTENT:
Planning and Natural Resources Department

COUNTY OF KERN

BY 
Craig M. Murphy, Director

BY _____
Board of Supervisors

Printed Name

Date

"COUNTY"

APPROVED AS TO FORM:
Office of County Counsel

Be Finally Free, Inc.
Corporation Number 3310421
Employer's Identification Number 27-2564485

BY _____
Joshua H. Rudnick, Deputy County Counsel

BY 
Deborah Ormonde, President/Founder

"NONPROFIT"

Schedule "A"

Emergency Solutions Grants Program Fiscal Year 2024

Purpose

To assist Be Finally Free, Inc. ("NONPROFIT") located at 1819 Brundage Lane, Bakersfield, California to provide Street Outreach component assistance to individuals and families from within the Kern County Area, defined as the unincorporated County of Kern plus the incorporated cities of City of California City, Ridgecrest, Shafter, and Tehachapi.

Description

This Project will provide an amount not to exceed Twenty-Eight Thousand and no/100 Dollars (\$28,000.00) in U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grants (ESG) Program funds for Street Outreach component costs as defined in this agreement. Grant funds may be utilized as described in NONPROFIT's application to the County in accordance with ESG requirements. Kern County Planning and Natural Resources Department may permit revisions to the budget submitted by NONPROFIT in writing.

NONPROFIT shall provide and expend matching funds for eligible ESG components in the amount of 108% for each amount claimed under this Agreement. All matching funds must be expended and documented under the same requirements that apply to grant funds.

All activities to be carried out by NONPROFIT with ESG Program funds shall be consistent with ESG regulations.

Expenditure Deadline

NONPROFIT must claim reimbursement for costs incurred under this agreement prior to December 31, 2026. Funds not claimed may be recaptured by the County at its sole discretion.

Environmental Clearance

It was determined that the Project was exempt from further environmental review pursuant to 24 CFR Part 58, Subpart D, Section 58.34 (a) (4), Exempt Activities and Section 15061(b)(3) CEQA Guidelines. The Environmental Review Record (ERR) maintained in the Kern County Planning and Natural Resources Department Community Development Division contains the written record of the determination made for this Project.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. * Type of Federal Action: ☐ a. contract ☒ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. * Status of Federal Action: ☐ a. bid/offer/application ☒ b. initial award ☐ c. post-award	3. * Report Type: ☒ a. initial filing ☐ b. material change
4. Name and Address of Reporting Entity: ☒ Prime ☐ SubAwardee * Name * Street 1 Street 2 * City State Zip Congressional District, if known:		
5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime: 		
6. * Federal Department/Agency: 	7. * Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known: 	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant: Prefix * First Name Middle Name * Last Name Suffix * Street 1 Street 2 * City State Zip		
b. Individual Performing Services (including address if different from No. 10a) Prefix * First Name Middle Name * Last Name Suffix * Street 1 Street 2 * City State Zip		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. * Signature: Completed on submission to Grants.gov * Name: Prefix * First Name Middle Name * Last Name Suffix Title: Telephone No.: Date: Completed on submission to Grants.gov		
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)