

September 29, 2026

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

**PROPOSED AMENDMENT NO. TWO TO AGREEMENT 513-2025 WITH
FLOOD MINISTRIES, INC. FOR MOBILE SHOWER SERVICES
Fiscal Impact: \$175,000; State Grant; Budgeted; Discretionary**

This item is to request your Board's approval of the proposed Amendment No. 2 to Agreement 513-2025 with Flood Bakersfield Ministries, Inc. (Flood) to allocate \$175,000 to operate a mobile shower program from the County's allocation Homeless Housing Assistance and Prevention Round 6 (HHAP 6) grant funds. Mobile shower services provide essential hygiene resources and street outreach for residents experiencing homelessness in Kern County's rural and unincorporated communities. They also serve as an entry point to connect individuals with healthcare, housing, and case management, helping reduce the number of unsheltered homeless residents.

On October 7, 2025, the County entered into Kern County Agreement No. 513-2025 with Flood Ministries to provide mobile shower services, a vital outreach and hygiene service to residents experiencing homelessness in rural and unincorporated Kern County communities. The agreement allocated \$44,454.96 in HHAP 3 funding for services through June 30, 2027. The agreement was amended March 24, 2026, to allocate an additional \$100,000 in HHAP 4 funding. Amendment No. 2 allocates \$175,000 in HHAP 6 funding and extends the term for service through June 30, 2029.

Amendment No. 2 has been reviewed and approved as to form by the Office of County Counsel.

Therefore, IT IS RECOMMENDED that your Board approve the proposed Amendment No. 2 to Agreement 513-2025 with Flood Bakersfield Ministries, Inc. for mobile shower services to extend the term from June 30, 2027, through June 30, 2029, and increase compensation by \$175,000 for a new total not to exceed \$319,454.96 and authorize the Chairman to sign.

Sincerely,



Nancy Anderson
County Administrative Officer

NA/SK ADM HHAP6 AGMT-Flood Mobile Showers

cc: Office of County Counsel

**AMENDMENT NUMBER TWO
TO AGREEMENT 513-2025 FOR HOMELESS HOUSING ASSISTANCE AND PREVENTION
GRANT FOR MOBILE SHOWER SERVICES**

County of Kern – Flood Ministries Inc.

THIS AMENDMENT NO. 2 ("Amendment No. 2") is made and entered into on _____ ("**Effective Date**"), by and between the **COUNTY OF KERN**, a political subdivision of the State of California ("**COUNTY**"), and **FLOOD MINISTRIES, INC.**, a California non-profit, public-benefit corporation ("**CONTRACTOR**"). COUNTY and CONTRACTOR are referred to herein individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS:

- A. COUNTY has obtained funds from the California Homeless Coordinating and Financing Council under the Homeless Housing Assistance and Prevention Program Round Three, Four, and Six (HHAP 3, HHAP 4 and HHAP 6) authorized by AB 140, signed in law on July 19, 2021; and
- B. COUNTY and CONTRACTOR entered into Kern County Agreement No. 513-2025, dated October 07, 2025 ("Agreement"), to provide mobile shower services for individuals experiencing homelessness, to terminate on June 30, 2027; and
- C. COUNTY and CONTRACTOR entered into Amendment No.1 dated March 24, 2026, to include certain modifications to the Agreement; and
- D. COUNTY and CONTRACTOR wish to amend Agreement No. 513-2025 to include certain modifications as set forth in this Amendment No. 2; and
- E. Except as amended herein, all other provisions of Agreement No. 513-2025 shall remain in full force and effect.

NOW, THEREFORE, incorporating the foregoing recitals herein, COUNTY and CONTRACTOR mutually agree as follows:

- 1. Section III, **COMPENSATION**, shall be deleted in its entirety and replaced with the following:
 - A. This is a performance-based Agreement. It is expressly agreed and understood that the total amount to be paid by County under this Agreement shall not exceed **THREE HUNDRED NINETEEN THOUSAND, FOUR HUNDRED AND FIFTY-FOUR DOLLARS AND NINETY-SIX CENTS (\$319,454.96)**. Payments will be issued to the Contractor and will be based on the metrics set forth in **Exhibit "A"** of this Agreement, which is attached hereto and made part hereof.

B. Eligible Claims for Payment. County agrees to pay eligible claims for payment to Contractor within thirty (30) days after County receives an eligible claim for payment as set forth herein, and a properly designated Contractor official certifies the claim for payment.

1. Each eligible claim for payment shall include documentation of how the requested payment complies with the performance-based measures of this Agreement.

C. Method of Payment. County agrees to pay claims for payment directly to Contractor within thirty (30) days after County receives a satisfactory claim for payment.

1. Contractor shall properly itemize and document claims for payment to clearly show the items, tasks, or services for which Contractor claims payment. Contractor shall also describe the basis for computation: cost per hour, cost per weight, cost per task, or other measurement as County may specify.

2. Prior to the issuance of subsequent claims for payments, backup documentation and receipts pertaining to the advance payment shall be submitted to County. County may review the claim for completeness and accuracy and in the event of any advance payment disputed amounts, County reserves the right to refuse to pay any advance payment until the disputed amount is supported and founded to County's satisfaction.

2. Section IV, **TERM OF AGREEMENT**, shall be deleted in its entirety and replaced with the following:

The term of this Agreement shall commence on the Effective Date, and remain in full force and effect through **June 30, 2029**, unless otherwise modified or terminated as provided herein.

3. **EXHIBIT A** of the Agreement No. 513-2025 is hereby amended and replaced by Exhibit A to Amendment No. 2, which is attached hereto and incorporated by reference herein.

4. **Validity of Agreement.** To the extent that they do not conflict with the terms of this Amendment No. 2, all other sections and provisions of the Agreement shall remain in full force and effect.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, this Amendment No. 2 to Agreement has been duly executed as of that date first above written.

APPROVED AS TO CONTENT:
COUNTY ADMINISTRATIVE OFFICE
"CAO"

Signed by:
By: Nancy Anderson
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Nancy Anderson
County Administrative Officer

FLOOD MINISTRIES, INC.:

DocuSigned by:
By: Jim Wheeler
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Jim Wheeler
Executive Director

APPROVED AS TO FORM:
OFFICE OF COUNTY COUNSEL

Signed by:
By: Kelli M. King
2D13C66F09A54E7...
Kelli M. King
Deputy County Counsel

COUNTY OF KERN:
BOARD OF SUPERVISORS

By: _____
Phillip Peters, Chair
Board of Supervisors

EXHIBIT "A"

HOMELESS HOUSING ASSISTANCE AND PREVENTION GRANT PROGRAM FLOOD MINISTRIES, INC.

Purpose of Project:

Flood Bakersfield Ministries, Inc. (Flood) will leverage Homeless Housing Assistance and Prevention Grant (HHAP) to provide mobile shower services for individuals experiencing homelessness.

Description:

Flood will use HHAP grant funding for the eligible activity:

A. Mobile Shower Program:

Flood will create a mobile shower program to assist individuals experiencing homelessness in rural Kern County or surrounding County owned facilities, including but not limited to the "M" Street Safe Camping site. This program will improve personal hygiene and health and will provide Flood an opportunity to engage those experiencing homelessness and connect them to housing. Allowable expenses include staffing for this program, space costs, cleaning supplies, insurance, utilities, leasing or purchasing costs for trailer, maintenance for shower trailer, and hygiene kits (soap, shampoo, towels, etc.).

Flood must provide a schedule to the County that includes locations for the sites, days and length of time services will be offered. The program must comply with the Americans with Disability Act (ADA) for people with various disabilities (physical, visual, audible, mobile, etc.). There must be at least one (1) shower stall accessible for those with a mobility device.

The total amount of HHAP-3 funds expended to meet these costs shall not exceed FORTY-FOUR THOUSAND, FOUR HUNDRED AND FIFTY-FOUR DOLLARS AND NINETY-SIX CENTS (\$44,454.96).

The total amount of HHAP-4 funds expended to meet these costs shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000).

The total amount of HHAP-6 funds expended to meet these costs shall not exceed ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000).

Limitations:

CONTRACTOR shall not use HHAP-3/HHAP-4/HHAP-6 program funding to supplant existing funds for homeless housing, assistance, or prevention.

Timeframe:

HHAP-4 funds in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000) shall be completely expended by June 30, 2027.

HHAP-6 funds in the amount of ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$175,000) shall be completely expended by June 30, 2029.

Data Submission Requirements and Timeline:

Contractor shall submit monthly reports in a mutually agreed upon excel format through June 30, 2029, or when funds are fully expended. If the Contractor fails to provide such documentation, The County may disencumber any portion of the amount authorized by this Agreement with a 14-day written notification. Contractor will report on the following, as well as any additional information the County deems appropriate or necessary:

- A. Number of unique individuals served at each site.
- B. Number of unique individuals provided with hygiene kits, clothing and food packs.
- C. Number of unique individuals connected to Homeward Bound.
- D. A narrative submitted on a quarterly basis, at the end of the quarter month, highlighting key achievements and client success stories for the performance quarter.

The Contractor further agrees to retain all records for a minimum period of three (3) years after the termination of this Agreement.

Other Requirements:

- A. **HMIS:** Contractor will collect and evaluate data to be entered into the Homeless Management Information System (HMIS). The data will be entered into a local HMIS using the U.S. Department of Housing and Urban Development's standards for participation.
- B. **Housing First:** Any housing-related activities funded with HHAP funds must be in compliance or otherwise aligned with the core components of Housing First, pursuant to Welfare and Institution Code Section 8255(b).