

October 26, 2021

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

**PROPOSED AGREEMENT WITH THE HOUSING AUTHORITY OF THE COUNTY OF KERN
FOR THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY
DEVELOPMENT'S RENTAL AND UTILITY ASSISTANCE UNDER THE STATE
EMERGENCY RENTAL ASSISTANCE PROGRAM
Fiscal Impact: \$16,719,862; State Grant; Budgeted; Discretionary**

This is to request your Board approve an agreement with the Housing Authority of the County of Kern (Housing Authority) for the State of California Department of Housing and Community Development's State Emergency Rental Assistance Program (SRAP) in the amount of \$16,719,862.

On March 23, 2021, your Board approved a resolution to apply and accept the Block Grant Award under the State Rental Assistance program, approved under Senate Bill 91 (SB91). SB 91 established the State of California's share of the Emergency Rental Assistance program funds, known as SRAP. The County has received \$16,719,861.92 from the State of California for its SRAP allocation. Similar to the Federal Emergency Rental Assistance, both the County and City of Bakersfield will engage the Housing Authority of Kern County to administer these funds under the current Rent and Utility Assistance Program (RUP). Staff continues to oversee and collaborate with the Housing Authority to disburse both federal and state rental and utility assistance funds strategically and efficiently. These funds are necessary due to the pandemic's financial impacts on County residents and the expired eviction moratorium.

In order to continue providing rental and utility assistance to County residents, it is necessary to approve the agreement with the Housing Authority in the amount of \$16,719,862 to continue to efficiently disburse assistance to residents financially impacted by the pandemic. The County maintains a separate agreement with the Housing Authority for the Federal Emergency Rental Assistance for reporting and accounting purposes. This proposed agreement had been delayed due the State's delays in execution of an agreement with the County for this program which was executed on September 1, 2021.

Therefore, IT IS RECOMMENDED, that your Board approve the proposed agreement with the Housing Authority of the County of Kern in the amount of \$16,719,862 for disbursement of State of California Department of Housing and Community Development's rental and utility assistance under State Emergency Rental Assistance Program and authorize the Chairman to sign.

Sincerely,



Ryan J. Alsop
Chief Administrative Officer

RJA:AR; ADM AGMT HA SRAP

Attachment

GROUND  BOUNDLESS

**HOUSING AUTHORITY OF THE COUNTY OF KERN
AGREEMENT FOR THE STATE OF CALIFORNIA'S EMERGENCY RENTAL
ASSISTANCE PROGRAM**

THIS AGREEMENT is made and entered into on _____ (the "Effective Date"), by and between the **COUNTY OF KERN**, a political subdivision of the State of California ("COUNTY" herein), and **HOUSING AUTHORITY OF THE COUNTY OF KERN**, a Public Body, Corporate and Politic ("CONTRACTOR").

R E C I T A L S

- A. COUNTY has obtained funds from the State of California and the United States Department of Treasury pursuant to section 501(a) of Division N of the Consolidated Appropriations Act, 2021 specifically the Emergency Rental Assistance ("ERA") (herein referred to as "ERA Program"); and
- B. On January 29, 2021, California Senate Bill No. 91 ("SB 91") established the State of California's program for administering its share of ERA Program funds; and
- C. On March 23, 2021, COUNTY, by and through the Kern County Board of Supervisors, approved participation in the State Emergency Rental Assistance ("SRA") Program (herein referred to as SRA") and subsequently executed an agreement with the State of California's Department of Housing and Community Development on September 1, 2021 for the COUNTY's allocation of SRA Program funds; and
- D. As a result of the novel coronavirus ("COVID-19"), residents of Kern County have experienced sudden and ongoing income loss directly impacting residents' ability to timely make rent and utility payments; and
- E. COUNTY desires to retain a CONTRACTOR to administer a rental and utility assistance program which is necessary due to the public health emergency with respect to the COVID-19 and directly targeted to mitigate the impacts of COVID-19; and
- F. CONTRACTOR has experience, expertise, and licensing to provide Services and is familiar with existing homeless services in Kern County; and

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

1. **Term of Agreement.** The term of this Agreement will commence upon the Effective Date and continue through March 31, 2023, unless sooner terminated as provided herein.
2. **SCOPE OF WORK.** The scope of work is described as: administering and implementing a rental and utility assistance program to benefit the residents within the jurisdiction of Kern County, with the exception of those residents within the City limits of Bakersfield, to mitigate the negative impacts of the COVID-19 pandemic ("PROGRAM" herein). CONTRACTOR will be responsible for administering the PROGRAM in a manner satisfactory to COUNTY and consistent with any standards required as a condition of providing these funds. The Scope of Work of the

PROGRAM will include the activities as set out in **Exhibit "A"** attached hereto and incorporated by reference as set out in full.

3. COUNTY's MAXIMUM FINANCIAL OBLIGATION. It is expressly agreed and understood that the total amount to be paid by COUNTY under this Agreement shall not exceed SIXTEEN MILLION SEVEN HUNDRED NINETEEN THOUSAND EIGHT HUNDRED SIXTY ONE DOLLARS AND NINETY TWO CENTS (\$16,719,861.92) and shall be only paid from SRA Program funds. No more than eight and half percent (8.5%) of the total assistance expended shall be used to pay administration, operations, and personnel costs, as stated in the guidelines set forth by the Department of Treasury, for a total not to exceed \$1,421,188.

4. PAYMENT PROCEDURE.

4.1 CONTRACTOR shall be paid for services rendered after receipt of an itemized invoice for the work completed or services performed along with supporting documentation on a reimbursement cost basis and approved by COUNTY in accordance with the terms of this Agreement. Payment by COUNTY to CONTRACTOR shall be made within thirty (30) days after receipt and approval by COUNTY of CONTRACTOR's itemized invoice. An advance payment of 25% of the SRA funds will be made to CONTRACTOR after the agreement is executed. Subsequent advancements to the CONTRACTOR will be made only after receipt of monthly reports showing at least 50% of the initial advance has been spent.

4.2 COUNTY may withhold payments to CONTRACTOR if CONTRACTOR, in COUNTY's sole determination, has not complied with provisions of Section 501 of Division N of the Consolidated Appropriations Act in that the assistance is found not to be directed to address the public health emergency with respect to COVID-19, federal regulations thereunder, the terms of this Agreement, or any other statute or regulation applicable to the PROGRAM or administration thereof. COUNTY agrees to inform CONTRACTOR within fifteen (15) days if COUNTY becomes aware that CONTRACTOR is not in compliance with the foregoing.

4.3 Contingency of Funds/Disbursement of Funds. CONTRACTOR acknowledges that funding for this Agreement is contingent upon availability of SRA funds. If such funding and/or appropriations are not available or otherwise limited, COUNTY shall not be obligated to disburse, or pay to, CONTRACTOR or any third party, any funds until and after COUNTY receives additional SRA funds. If COUNTY does not receive such funds, COUNTY, at its option, may terminate or suspend this Agreement without any liability to CONTRACTOR until COUNTY receives such funds. CONTRACTOR shall not be entitled to any damages from COUNTY if COUNTY refuses to disburse funds until COUNTY receives funds, even if CONTRACTOR or any third party has detrimentally relied upon this Agreement.

5. CONTRACTOR'S OBLIGATIONS. In addition to the terms stated herein, CONTRACTOR shall comply with the following Federal and State laws and regulations:

5.1 Performance Standards. CONTRACTOR warrants that CONTRACTOR and its agents, employees, volunteers and subcontractors (its "Representatives") performing Services under this Agreement are knowledgeable in the field and competent to perform the Services and will perform the Services in compliance with such standards as may reasonably be expected from a professional contracting organization in the field.

5.2 Laws and Regulations

5.2.1 Federal. CONTRACTOR shall obey the Act, any amendments, Federal regulations and guidelines now or hereafter enacted pursuant to the Act, terms of the Grant to COUNTY now or hereafter in effect, and COUNTY's regulations now or hereafter enacted to facilitate administration of the Grant, or any other statute, regulation, or guideline applicable to the Program. CONTRACTOR shall become familiar with the appropriate statutes, regulations, and guidelines governing the Grant program.

If an individual or family who receives assistance from CONTRACTOR violates program requirements, CONTRACTOR may terminate the assistance in accordance with a formal process established by CONTRACTOR that recognizes the rights of individuals affected, which may include a hearing.

5.2.2 California. CONTRACTOR shall comply with all provisions of California law applicable to this Agreement.

5.2.3 Independent Contractor. This Agreement calls for the performance of the services of CONTRACTOR as an independent contractor. CONTRACTOR is not an agent or employee of the COUNTY for any purpose and is not entitled to any of the benefits provided by COUNTY to its employees. This Agreement shall not be construed as forming a partnership or any other association with CONTRACTOR other than that of an independent contractor.

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

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

5.2.5 Insurance. In addition to any other insurance or bond required under this Agreement, CONTRACTOR shall procure and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements" herein):

5.2.5.1. Automobile liability insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

Provide coverage for owned, non-owned and hired autos.

5.2.5.2. Broad form commercial general liability insurance, unless otherwise approved by the COUNTY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:

5.2.5.2.1. Provide contractual liability coverage for the terms of this Agreement.

5.2.5.2.2. Contain an additional insured endorsement in favor of COUNTY, its officers, agents, employees and volunteers.

5.2.5.2.3. Provide products and completed operations coverage.

5.2.5.2.4. All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the COUNTY, CONTRACTOR may utilize a Self-Insured Retention provided that the policy shall not contain language, whether added by endorsement or contained in the Policy Conditions, that prohibits satisfaction of any Self-Insured provision or requirement by anyone other than the Named Insured, or by any means including other insurance or which is intended to defeat the intent or protection of an Additional Insured.

5.2.5.3. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation in favor of COUNTY, its officers, agents, employees and designated volunteers.

5.2.5.4. Except for professional liability, all policies required of CONTRACTOR shall be primary insurance as to COUNTY, its officers, agents, employees or designated volunteers, and any insurance or self-insurance maintained by COUNTY shall be excess of CONTRACTOR's insurance and shall not contribute with it.

5.2.5.5. Except for workers' compensation, insurance is to be placed with insurers with a Bests' rating as approved by COUNTY's Risk Manager, but in no event less than A-: VII. Any deductibles, self-insurance retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Bests' A-: VII, must be declared prior to execution of this Agreement and approved by COUNTY in writing.

5.2.5.6. Unless otherwise approved by COUNTY's Risk Manager, all policies shall contain an endorsement providing COUNTY with thirty (30) days written notice of cancellation

or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy. Copies of policies shall be delivered to COUNTY on demand.

5.2.5.7. The insurance required hereunder shall be maintained at all times during the term of this Agreement or any extension thereof.

5.2.5.8. CONTRACTOR shall furnish COUNTY's Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. COUNTY may withdraw its offer of contract or cancel this contract if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

5.2.5.9. Full compensation for all premiums which CONTRACTOR is required to pay on all the insurance described herein shall be considered as included in the prices paid for the various items of work to be performed under the Agreement, and no additional allowance will be made therefore or for additional premiums which may be required by extensions of the policies of insurance.

5.2.5.10. It is further understood and agreed by CONTRACTOR that its liability to COUNTY shall not in any way be limited to or affected by the amount of insurance obtained and carried by CONTRACTOR in connection with this Agreement.

5.2.5.11. Unless otherwise approved by COUNTY, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth above shall be provided by, or on behalf of, all subcontractors even if COUNTY has approved lesser insurance requirements for CONTRACTOR.

6. ADMINISTRATIVE REQUIREMENTS.

6.1 Records and Administration. CONTRACTOR agrees to comply with the policies, guidelines, and requirements of 2 CFR Part 200 as they relate to the acceptance and use of ERA financial assistance by private nonprofit organizations.

6.1.1 CONTRACTOR agrees to maintain Project documents, records and accounts, personnel and financial records, and submit such financial and performance reports as are required by assuring a proper accounting of all Project funds, as required by the regulations adopted pursuant to the Act. Methods used to determine costs assigned to the Project must conform to 2 CFR Part 200 and must not differ substantially from the methods used by CONTRACTOR to determine costs for other aspects of its operations or programs. Project records will be available for audit purposes to COUNTY and will be retained for five (5) years after completion of the Project, or resolution of any applicable audit issues, whichever comes last.

6.1.2 CONTRACTOR shall maintain client data demonstrating client eligibility for services provided. Such information shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and description of service provided. CONTRACTOR shall also collect and maintain data regarding race, ethnicity, female head of household, and disability status of clients as set forth in **EXHIBIT "C"** attached hereto and incorporated by reference. Such information shall be submitted to COUNTY or its designees for review upon request.

6.2 Audits and Inspections. All CONTRACTOR records with respect to any matters

covered by this Agreement shall be made available to COUNTY, its designee or the Federal Government, at any time during normal business hours, as often as COUNTY deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CONTRACTOR within 30 days after receipt by it. Failure of CONTRACTOR to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The CONTRACTOR hereby agrees to have an annual audit conducted in accordance with current COUNTY policy concerning subrecipient audits and, as applicable, 2 CFR Part 200.

6.3 Program Income. CONTRACTOR shall report all program income (including interest earned on the advance payment) as defined at 2 CFR Part 200.307 generated by activities carried out with ERA Program funds made available under this Agreement. The use of program income by CONTRACTOR shall comply with the requirements set forth at 2 CFR Part 200.307. All unused program income shall be returned to COUNTY at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to COUNTY.

6.4 Personnel and Participant Conditions.

6.4.1 Non-discrimination Requirements. Under any related agreements or contracts, CONTRACTOR shall provide that no person, on the grounds of race, color, national origin, religion, or sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with ERA funds. :

6.4.1.1. Executive Order 11063 (Equal Opportunity in Housing).

6.4.1.2. Title VI of the Civil Rights Act of 1964 (PL 88-352) and Title VIII of the Civil Rights Act of 1968 (PL 90-284 nondiscrimination and fair housing on federally assisted programs).

6.4.1.3. CONTRACTOR shall adopt and implement procedures designed to make available to interested persons information concerning the existence and location of services and facilities to persons who are eligible for such services, but are unlikely to be made aware of them. CONTRACTOR shall, through its board of directors, adopt a policy of non-discrimination which complies with the laws listed under the above paragraphs F(1)(a), F(1)(b) and F(1)(c) of this title with respect to the provision of services to any person within 60 days from the date of the execution of this Agreement. CONTRACTOR shall further provide training to its employees regarding the enacted policy and applicable federal and state law regarding the federal and state fair housing acts within 90 days from the date of the execution of this Agreement.

6.4.2 Rehabilitation Act of 1973 and Americans with Disabilities Act. This Agreement is subject to the provisions of Section 503 and 504 of the Rehabilitation Act of 1973 (PL 930112), 29 USC 706, and attendant regulations at 24 CFR, Part 8, which provide that no otherwise qualified, disabled individual shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance. This Agreement is also subject to the Americans with Disabilities Act of 1990 (Public Law 101-336), as amended, 42 USC 12101, et. seq. CONTRACTOR shall, through its board of directors, adopt a policy of non-discrimination on the basis of disability with respect to the provision of services to any person and which complies with applicable federal and state law within 60 days from the date of the execution of this Agreement.

CONTRACTOR shall further provide training to its employees regarding the enacted policy and applicable federal and state laws regarding the Rehabilitation Act of 1973 within 90 days from the date of the execution of this Agreement.

6.4.3 Equal Employment Opportunity (Non-discrimination Clause).

CONTRACTOR shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, age, disability, or sexual orientation. CONTRACTOR shall take affirmative action to ensure that applicants for employment and employees are treated during employment, without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by COUNTY setting forth the provisions of this nondiscrimination clause. CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation.

6.5 Women- and Minority-Owned Business Enterprises. CONTRACTOR agrees to abide by the requirements of Executive Orders 11625, 12432 and 12138 and the requirements under 2 CFR Part 200.321. The foregoing requires the maximum practicable opportunity to participate, in contracts funded in whole or in part with federal funds, be provided to women- and minority-owned business enterprises, as subcontractors and suppliers to contractors performing work, or rendering services as prime contractors or subcontractors, under federally-funded procurement contracts.

6.5.1 Lobbying. CONTRACTOR certifies, to the best of its knowledge and belief, no Federally-appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, 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.

6.5.1.1. If 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, CONTRACTOR shall complete and submit, in accordance with its instruction, Certification Regarding Lobbying, **Exhibit "B"** attached hereto and incorporated by reference.

6.6 Debarment and Suspension. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONTRACTOR is required to verify that none of the CONTRACTOR, its contractors, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). CONTRACTOR represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. CONTRACTOR agrees that neither CONTRACTOR nor any of its third party subcontractors shall enter into any third party subcontracts for any of the

work under this Agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477. CONTRACTOR must comply with this provision and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies.

6.7 Clean Air Act. The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. section 7401 et seq. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or part with SRA funds.

7. COUNTY'S OBLIGATIONS.

7.1 Copy of Regulations and Statutes. COUNTY will make available to CONTRACTOR a copy of any regulation COUNTY enacts to facilitate administration of said Program.

8. SUBCONTRACTS. CONTRACTOR shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of COUNTY prior to the execution of such contract.

8.1 CONTRACTOR will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

8.2 CONTRACTOR shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

8.3 CONTRACTOR agrees that assistance provided under this Agreement shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24.

8.4 CONTRACTOR shall undertake to ensure all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to COUNTY along with documentation concerning the selection process.

9. COUNTY'S REMEDIES. If CONTRACTOR fails to complete the Project within the time set forth in **Schedule "A,"** or fails to use the facility for the specified purpose, for the required time period, or fails to materially comply with the terms of this Agreement, COUNTY, at its option, may suspend or terminate this Agreement and/or require CONTRACTOR to reimburse the total amount of the grant funds provided pursuant to this Agreement, excluding grant funds previously spent on eligible purposes.

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.

10. MISCELLANEOUS.

10.1 No Waiver Of Default. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

10.2 Binding Effect. The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

10.3 Merger And Modification. All prior agreements between the parties are incorporated in this Agreement which constitutes the entire agreement. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend this Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by the COUNTY Counsel and signed by all the parties.

10.4 Corporate Authority. Each individual signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

11. KEY PERSONNEL. At request of COUNTY, CONTRACTOR shall name all key personnel to be assigned to the work set forth herein. CONTRACTOR shall provide background for each of the key personnel including, without limitation, resumes and work experience in the type of work called for herein. COUNTY reserves the right to approve key personnel. Once the key personnel are approved CONTRACTOR shall not change such personnel without the written approval of COUNTY.

12. INCLUDED DOCUMENTS. Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Qualifications, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth.

13. STARTING WORK. CONTRACTOR shall not begin work until authorized to do so in writing by COUNTY. No work will be authorized until the contract has been fully executed by CONTRACTOR and COUNTY.

14. TITLE TO DOCUMENTS. All documents, plans and drawings, maps, photographs and other papers, or copies thereof prepared by CONTRACTOR pursuant to the terms of this Agreement shall, upon preparation, become the property of COUNTY.

15. ACCOUNTING RECORDS. CONTRACTOR shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at CONTRACTOR's office during the term of this Agreement, and for a period of five years from the date of the final payment hereunder,

and said records shall be made available to COUNTY representatives upon request at any time during regular business hours.

16. LICENSES. CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for CONTRACTOR to practice its profession.

17. CONFIDENTIALITY. During the term of this Agreement, CONTRACTOR will be dealing with information of a legal and confidential nature, and such information could severely damage COUNTY if disclosed to outside parties. CONTRACTOR will not disclose to any person, directly or indirectly, either during the term of this Agreement or at any time thereafter, any such information or use such information other than as necessary in the course of this Agreement. All documents CONTRACTOR prepares and confidential information given to CONTRACTOR under this Agreement are the exclusive property of the COUNTY. Under no circumstances shall any such information or documents be removed from the COUNTY without the COUNTY's prior written consent.

18. NEWS RELEASES/INTERVIEWS. All news releases, media interviews, testimony at hearings and public comments relating to this Agreement by CONTRACTOR shall be prohibited unless authorized by COUNTY.

19. CORPORATE AUTHORITY. Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

20. ASSIGNMENT. Neither this Agreement, nor any interest in it, may be assigned or transferred by any party without the prior written consent of all the parties. Any such assignment will be subject to such terms and conditions as COUNTY may choose to impose.

21. GOVERNING LAW. The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

22. EXHIBITS. In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

23. CONFLICTS OF INTEREST. CONTRACTOR stipulates that corporately, or individually, the CONTRACTOR, its employees and sub-recipient AGENCIES have no financial interest in either the success or failure of any project which is dependent upon the result of the work prepared pursuant to this Agreement.

24. TERMINATION FOR CAUSE. If at any time COUNTY becomes dissatisfied with the performance of CONTRACTOR under this Agreement, COUNTY may terminate this Agreement on ten (10) days written notice. Written notice shall be given pursuant to the "Notices" paragraph of this Agreement. In the event of early termination, CONTRACTOR shall be compensated only for work satisfactorily completed up to the date of termination and delivered to and accepted by COUNTY.

25. COMPLIANCE WITH ALL LAWS. CONTRACTOR shall, at CONTRACTOR's sole cost, comply with all of the requirements of Municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a COUNTY of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

26. DIRECTION. CONTRACTOR retains the right to control or direct the manner in which the services described herein are performed.

27. EQUIPMENT. CONTRACTOR will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.

28. THIRD PARTY CLAIMS. In the case of public works contracts, COUNTY will timely notify CONTRACTOR of third-party claims relating to this contract. COUNTY shall be allowed to recover from CONTRACTOR, and CONTRACTOR shall pay on demand, all costs of notification.

29. AGREEMENT. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

30. FURTHER ASSURANCES. Each party shall execute and deliver such papers, documents and instruments, and perform such acts as are necessary or

appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

31. PRIMARY CONTACTS. The Contract Administrator and the Project Manager shall be the primary contact persons for COUNTY and CONTRACTOR. It is expressly understood that only the COUNTY Council may approve modifications to the contract, which modifications must be in writing.

32. NOTICES. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

If directed to COUNTY, addressed to:

County Administrative Office
1115 Truxtun Avenue, 5th Floor
Bakersfield, California 93301
Attn: County Administrative Officer

or directed to the CONTRACTOR, addressed to:

Executive Director
Housing Authority of the County of Kern
601 24th Street, FRNT
Bakersfield, CA 93301

33. RESOURCE ALLOCATION. All obligations of COUNTY under the terms of this Agreement are subject to the appropriation and allocation of resources by the COUNTY.

34. Termination of Agreement. COUNTY reserves the right to terminate this Agreement upon giving CONTRACTOR notice of intention to terminate at least 30 days prior to the effective date of the termination. COUNTY shall only convey to CONTRACTOR funds for work done prior to the effective date of termination.

35. EXECUTION. This Agreement is effective upon execution. 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.

36. NON-INTEREST. No officer or employee of COUNTY shall hold any interest in this Agreement (California Government Code section 1090).

37. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same document.

38. TAX NUMBERS.

"CONTRACTOR's" Federal Tax Identification No. **95-6001629**.

"CONTRACTOR" is a CONTRACTOR? Yes _____ No X____.
(Please check one.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first-above written.

"COUNTY"
COUNTY OF KERN

By: _____
PHILLIP PETERS
Chair of the Kern County
Board of Supervisors

"CONTRACTOR"
**HOUSING AUTHORITY OF
THE COUNTY OF KERN**

By: _____
STEPHEN M. PELZ
Executive Director

APPROVED AS TO CONTENT:
COUNTY ADMINISTRATIVE OFFICE

By: _____
RYAN J. ALSOP
CHIEF ADMINISTRATIVE OFFICER

APPROVED AS TO FORM
OFFICE OF COUNTY COUNSEL

By: _____

EXHIBIT "A"

STATE EMERGENCY RENTAL ASSISTANCE PROGRAM RENTAL AND UTILITY ASSISTANCE HOUSING AUTHORITY OF COUNTY OF KERN

Purpose of Program

Housing Authority of the County of Kern (Authority) will implement a short-term rental and utility assistance program designed to benefit the residents within the jurisdiction of Kern County, with the exception of those residents within the City limits of Bakersfield, in an effort to mitigate the negative impact of the Coronavirus pandemic on the ability to pay for housing and utility costs.

Description

The State Emergency Rental Assistance Program provides assistance for rent, rental arrears, utilities and home energy costs, utilities and home energy arrears, and other expenses related to housing. Assistance will be used up to \$16,719,861.92 to provide housing and utility assistance in support of residents with income less than 80 percent of AMI, experienced a financial hardship, and demonstrated a risk of experiencing homelessness or housing stability. Priority will be given to those households that include an individual who has been unemployed for the ninety (90) days prior to the application for assistance and households with income at or below 50 percent AMI. Household income is determined as either the household's total income for calendar year 2020 or the household's monthly income at the time of application. For household incomes determined using the latter method, income eligibility must be redetermined every 3 months.

Eligible households may receive up to 12 months of assistance, plus an additional 3 months if the grantee determines the extra months are needed to ensure housing stability and grantee funds are available. The payment of existing housing-related arrears that could result in eviction of an eligible household is prioritized. Assistance must be provided to reduce an eligible household's rental arrears before the household may receive assistance for prospective rent payments. Once a household's rental arrears are reduced, grantees may only commit to providing future assistance for up to three months at a time. Households may reapply for additional assistance at the end of the three-month period if needed and the overall time limit for assistance is not exceeded.

Process

Potential recipients will apply by completing an application (available through a variety of sources). Applications can be submitted by an eligible household or by a landlord on behalf of an eligible household. Housing Authority staff will contact the applicant via phone and/or email to complete the intake process and obtain the required documentation (income, rent/utility payments due). If eligible, Authority staff will make the payment directly to the landlord. If a landlord does not wish to participate, funds may be paid directly to the eligible household. The Authority will provide a monthly report to the County detailing recipients and payments made in accordance with program requirements. Considerable effort will be made to target populations with greater need, specifically disadvantage communities, through extensive marketing and outreach methods.

Limitations

No more than 8.5 percent of the total assistance expended shall be used to pay administration, operations, and personnel costs, as stated in the guidelines set forth by the Department of Treasury, for a total not to exceed \$1,421,188.

Time frame

All funds granted to the Authority shall be completely expended by March 31, 2023.

EXHIBIT "B"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Executive Director

10/5/21

Date

EXHIBIT "C"

ACTIVITY BENEFICIARY REPORT

Household Name: _____

Service Provider Agency: _____

Reporting Period: _____

Number of Persons Assisted Who Are:

	Total Number Assisted	1 Extremely Low Income (30% of Median)	2 Very Low Income (50% of Median)	3 Low Income (80% of Median)	Persons with Disability	Female Head-of- Household	Limited English Proficiency
Total Number of Individuals							

RACE/ETHNICITY					
	Total Number Assisted (unduplicated)	Hispanic or Latino (duplicated)		Total Number Assisted (unduplicated)	Hispanic or Latino (duplicated)
White			American Indian or Alaskan Native AND White		
Black or African American			Asian AND White		
Asian			Black or African American AND White		
American Indian or Alaskan Native			American Indian or Alaskan Native AND Black or African American		
Native Hawaiian or Other Pacific Islander			Balance of individuals reporting more than one race		

***Please include signed certification forms showing COVID related burden for all households assisted.