

AGREEMENT NO. _____

**HOUSING AUTHORITY OF THE COUNTY OF KERN
AGREEMENT FOR CARES ACT RENTAL & MORTGAGE
ASSISTANCE PROGRAM SERVICES**

THIS AGREEMENT is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("CITY" herein), and **HOUSING AUTHORITY OF THE COUNTY OF KERN**, a Public Body, Corporate and Politic ("CORPORATION").

R E C I T A L S

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named "SARS-CoV-2," and the disease it causes has been named "coronavirus disease 2019," abbreviated COVID-19, ("COVID-9"); and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help state prepare for broader spread of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

WHEREAS, on March 17, 2020, the first case of COVID-19 in Kern County was confirmed; and

WHEREAS, on March 19, 2020, the Governor of the State of California, Gavin Newsom, issued Executive Order N-33-20, ordering all individuals in the State of California to stay home except as needed to maintain continuity of operations of the federal critical infrastructure sections; and

WHEREAS, on March 19, 2020, City Manager acting as the Director of Emergency Services proclaimed the existence of a local emergency as a result of the threat of COVID-19; and

WHEREAS, on March 25, 2020, the City Council ratified the proclamation of the existence of a local emergency in response to the COVID-19 pandemic at its March 25, 2020 meeting; and

WHEREAS, the Centers for Disease Control and Prevention, the California Department of Health and the Kern County Health Officer have all issued shelter in place orders to enforce social distancing, prohibited group events, and taken other precautions to protect public health and prevent transmission of this communicable virus; and

WHEREAS, as a result of the public health emergency and the precautions recommended by health authorities, many residents and businesses in Bakersfield will experience sudden and unexpected income loss; and

WHEREAS, on March 27, 2020 the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed by the President in response to COVID-19; and

WHEREAS, CARES Act established the Coronavirus Relief Fund (CRF) and appropriated \$150 billion to the CRF; and

WHEREAS, CITY was allocated \$33.5 million from the State of California as part of their fiscal year 2021 budget; and

WHEREAS, the CITY does not have expertise currently on staff to provide the rental and mortgage assistance programs; and

WHEREAS, CORPORATION is experienced, well qualified and are specialists in rental and mortgage assistance programs; and

WHEREAS, CORPORATION has submitted a proposal to provide additional rental and mortgage assistance programs to mitigate the impacts of COVID-19; and

WHEREAS, CITY desires to assist CORPORATION by making grant funding available for a portion of the costs associated with certain activities as are permitted for citizens at-risk of homelessness in the Bakersfield area.

NOW, THEREFORE, incorporating the foregoing recitals herein, CITY and CORPORATION mutually agree as follows:

1. SCOPE OF WORK. The scope of work is described as: administering and implementing a short-term rental and mortgage assistance program to benefit the residents of Bakersfield to mitigate the negative impacts of the COVID-19 pandemic ("PROGRAM" herein). CORPORATION will be responsible for administering the PROGRAM in a manner satisfactory to CITY 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 **Schedule "A"** and the CORPORATION's proposal set out in **Exhibit "A"** attached hereto and incorporated by reference as set out in full.

2. COMPENSATION. Compensation for all work, services or products called for under this Agreement shall be based on the established administrative fee of five percent (5%) of the assistance disbursed to affected residents, or a total payment of an amount not to exceed TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$250,000). The compensation set forth in this section shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. CITY shall pay only the compensation listed unless otherwise agreed to in writing by the parties.

3. PAYMENT. It is expressly agreed and understood that the total amount to be paid by CITY under this Agreement shall not exceed FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000).

4. PAYMENT PROCEDURE. CORPORATION 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 CITY in accordance with the terms of this Agreement. Payment by CITY to CORPORATION shall be made within thirty (30) days after receipt and approval by CITY of CORPORATION's itemized invoice.

4.1 Disbursement of Funds. CITY shall not be obligated to disburse, or pay to, CORPORATION or any third party, any funds until and after CITY receives CRF fund from the State of California. If CITY does not receive such funds, CITY, at its option, may terminate or suspend this Agreement without any liability to CORPORATION until CITY receives such funds. CORPORATION shall not be entitled to any damages from CITY if CITY refuses to disburse funds until CITY receives funds, even if CORPORATION or any third party has detrimentally relied upon this Agreement.

4.2 Advance payment. An advance payment of TWO MILLION DOLLARS AND NO CENTS (\$2,000,000) will be made to the CORPORATION after the agreement is fully executed. Subsequent payments to the CORPORATION will be made only after receipt of monthly reports showing advance has been or will be soon depleted.

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

5.1 Laws and Regulations

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

Grant program.

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

5.1.2 California. CORPORATION shall comply with all provisions of California law applicable to this Agreement.

5.1.3 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 CITY for any purpose and is not entitled to any of the benefits provided by CITY 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.

5.1.4 Indemnity. CORPORATION shall indemnify, defend, and hold harmless CITY, its officers, agents, and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CORPORATION, CORPORATION's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.

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

5.1.5.1. 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.

5.1.5.2. Broad form commercial general liability insurance, unless otherwise approved by the CITY'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:

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

5.1.5.2.2. Contain an additional insured endorsement in favor of CITY, its mayor, council, officers, agents, employees and volunteers.

5.1.5.2.3. Provide products and completed operations coverage.

5.1.5.2.4. All policies shall be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by the CITY, 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.

5.1.5.3. 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 CITY, its mayor, council, officers, agents, employees and designated volunteers.

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

5.1.5.5. Except for workers' compensation, insurance is to be placed with insurers with a Bests' rating as approved by CITY'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 CITY in writing.

5.1.5.6. Unless otherwise approved by CITY's Risk Manager, all policies shall contain an endorsement providing CITY 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 CITY on demand.

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

5.1.5.8. CORPORATION shall furnish CITY's Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. CITY 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.

5.1.5.9. Full compensation for all premiums which CORPORATION 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.

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

5.1.5.11. Unless otherwise approved by CITY, 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 CITY has approved lesser insurance requirements for CORPORATION.

6. ADMINISTRATIVE REQUIREMENTS.

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

6.1.1 CORPORATION 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 CORPORATION to determine costs for other aspects of its operations or programs. Project records will be available for audit purposes to CITY 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 CORPORATION 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. CORPORATION 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 CITY or its designees for review upon request.

6.2 Audits and Inspections. All CORPORATION records with respect to any matters covered by this Agreement shall be made available to CITY, its designee or the Federal Government, at any time during normal business hours, as often as CITY 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 CORPORATION within 30 days after receipt by it. Failure of CORPORATION to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The CORPORATION hereby agrees to have an annual audit conducted in accordance with current CITY policy concerning subrecipient audits and, as applicable, 2 CFR Part 200.

6.3 Program Income. CORPORATION 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 CRF Program funds made available under this Agreement. The use of program income by CORPORATION shall comply with the requirements set forth at 2 CFR Part 200.307. All unused program income shall be returned to CITY 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 CITY.

6.4 Personnel and Participant Conditions.

6.4.1 Non-discrimination Requirements. Under any related agreements or contracts, CORPORATION 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 CRF 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. CORPORATION 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. CORPORATION 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. CORPORATION 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. CORPORATION 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. CORPORATION 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).

CORPORATION shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, age, disability, or sexual orientation. CORPORATION 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. CORPORATION shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by CITY setting forth the provisions of this nondiscrimination clause. CORPORATION 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. CORPORATION 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. CORPORATION 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 CORPORATION, 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, CORPORATION shall complete and submit, in accordance with its instruction, Certification Regarding Lobbying, **Exhibit "B"** attached hereto and incorporated by reference.

7. CITY's OBLIGATIONS.

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

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

8.1 CORPORATION 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 CORPORATION 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 CORPORATION agrees that assistance provided under this Agreement shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services or, 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 CORPORATION 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 CITY along with documentation concerning the selection process.

9. CITY'S REMEDIES. If CORPORATION 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, CITY, at its option, may suspend or terminate this Agreement and/or require CORPORATION to reimburse the total amount of the grant funds provided pursuant to this Agreement, excluding grant funds previously spent on eligible purposes.

9.1 Concurrent Remedy. No right or remedy herein conferred on or reserved to CITY 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 City Council 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 CITY, CORPORATION shall name all key personnel to be assigned to the work set forth herein. CORPORATION shall provide background for each of the key personnel including, without limitation, resumes and work experience in the type of work called for herein. CITY reserves the right to approve key personnel. Once the key personnel are approved CORPORATION shall not change such personnel without the written approval of CITY.

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. CORPORATION shall not begin work until authorized to do so in writing by CITY. No work will be authorized until the contract has been fully executed by CORPORATION and CITY.

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

15. ACCOUNTING RECORDS. CORPORATION 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 CORPORATION's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder, and said records shall be made available to CITY representatives upon request at any time during regular business hours.

16. LICENSES. CORPORATION 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 CORPORATION to practice its profession.

17. CONFIDENTIALITY. During the term of this Agreement, CORPORATION will be dealing with information of a legal and confidential nature, and such information could severely damage CITY if disclosed to outside parties. CORPORATION 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 CORPORATION prepares and confidential information given to CORPORATION under this Agreement are the exclusive property of the CITY. Under no circumstances shall any such information or documents be removed from the CITY without the CITY's prior written consent.

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

19. 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.

20. 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.

21. 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 CITY may choose to impose.

22. 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.

23. 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.

24. MERGER AND MODIFICATION. This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in a writing approved by the City Council and signed by all the parties.

25. CONFLICTS OF INTEREST. CORPORATION stipulates that corporately, or individually, the CORPORATION, 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.

26. TERMINATION FOR CAUSE. If at any time CITY becomes dissatisfied with the performance of CORPORATION under this Agreement, CITY 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, CORPORATION shall be compensated only for work satisfactorily completed up to the date of termination and delivered to and accepted by CITY.

27. COMPLIANCE WITH ALL LAWS. CORPORATION shall, at CORPORATION'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 City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

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

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

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

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

32. 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.

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

34. 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 CITY, addressed to:

CITY OF BAKERSFIELD
City Hall
1600 Truxtun Avenue
Bakersfield, California 93301

or directed to the CORPORATION, addressed to:

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

35. RESOURCE ALLOCATION. All obligations of CITY under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

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

37. 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.

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

39. TAX NUMBERS.

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


"CORPORATION" is a corporation? 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.

"CITY"
CITY OF BAKERSFIELD

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

By: _____
KAREN K. GOH
Mayor

DocuSigned by:

By: _____
STEPHEN M. PELZ
Executive Director

APPROVED AS TO CONTENT:
ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT

By: _____
CHRISTOPHER BOYLE
Development Services Director

APPROVED AS TO FORM
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney II

COUNTERSIGNED

By: _____
RANDY MCKEEGAN
Finance Director

SCHEDULE "A"

CARES ACT - CRF RENTAL AND MORTGAGE ASSISTANCE HOUSING AUTHORITY OF COUNTY OF KERN

Purpose of Program

Housing Authority of the County of Kern (HACK) will implement a short-term rental and mortgage assistance program designed to benefit the residents of Bakersfield in an effort to mitigate the negative impact of the Coronavirus pandemic on the ability to pay for housing costs.

Description

CARES – CRF assistance will be used up to \$4,750,000 to provide housing assistance in support of residents with income less than 80% of AMI who have experienced loss of income since March 2020, faced significant medical bills related to treatment of COVID-19, or have income less than 50% of AMI and are unable to increase their income due to the COVID-19 pandemic. The resident must have a rent or mortgage burden that exceeds 30% of their gross income and must occupy the residence with the lease or mortgage in their own name. The maximum amount of assistance available for a particular household will be \$5,000. Priority will be given to those households not served by other sources of housing assistance with all remaining assistance conveyed based on the date and time of the application.

Limitations

No more than \$250,000 (5%) of total grant monies shall be used to pay administration, operations, and personnel.

Time frame

All funds granted to HACK shall be completely expended by December 30, 2020. If the CARES-CRF funding period is extended, funds should be expended within the term of the Agreement.

EXHIBIT "A"



HOUSING AUTHORITY

OF THE COUNTY OF KERN

Creating brighter futures...one home, one family at a time

8/4/20

Chris Huot, Assistant City Manager
City of Bakersfield
1600 Truxtun Ave
Bakersfield, CA 93301

Subject: Proposal for COVID-19 Rental and Mortgage Assistance

Dear Mr. Huot,

The Housing Authority is pleased to present this proposal for the administration and implementation of a short-term rental and mortgage assistance program to benefit Bakersfield residents who have been impacted by the COVID-19 pandemic and are struggling to pay their rent or mortgage. We understand the City is considering allocating approximately \$5,000,000 in federal CARE Act funds towards this purpose. As the primary provider of rental assistance in Bakersfield and with experience in providing mortgage assistance, we believe we are uniquely qualified to administer this program for its intended purpose. Below is a description of the proposed target population, assistance available, process, and administrative fee for this service.

Target Population

City of Bakersfield residents who have experienced a loss in income since March 2020 or extraordinary medical bills related to COVID-19 and as a result, have a rent or mortgage burden that exceeds 40% of their gross income. Recipients of assistance must occupy the home/apartment and the lease agreement or mortgage must be in their name. *The City may want to establish a maximum income level, if desired.*

Persons identified through the Coordinated Entry System and not able to be served by other sources would be prioritized for rental assistance with all other eligible applicants for rental assistance and all mortgage assistance applicants assisted based on date and time of application until all funds are expended.

Assistance Available

One-time payment of rent or mortgage costs to offset income loss or extraordinary medical expenses from March 2020 to December 2020. Assistance is paid directly to the landlord or mortgage company, if possible. *The City may want to consider a cap on assistance per household, such as \$5,000.*



Tel 661-631-8500 Fax 661-631-9500 TTY 661-631-1047
601 – 24th Street, FRNT · Bakersfield, CA 93301-4142 www.kernha.org



Process

Potential recipients will contact 211 and respond to a brief screening to determine if they may qualify. 211 will then refer potentially eligible applicants to the Housing Authority. Housing Authority staff will contact the applicant via phone and email to complete the intake process and obtain the required documentation (income, rent/mortgage payments due). If eligible, Authority staff will make the one-time payment directly to the landlord or mortgage company, if at all possible. The Authority will provide a monthly report to the City detailing recipients and payments made in accordance with program requirements.

Administrative Fee

The Authority will charge a fee equal to 5% of funds expended on rental and mortgage assistance. This fee includes application screening through 211, marketing coordinated with the City PIO, application processing and eligibility determination, rental and mortgage payments, and reporting.

We are certainly open to revisions to this proposal based on the interests of the City and look forward to potentially assisting the City in helping its residents cope with the challenges caused by COVID-19.

Sincerely,



Stephen M. Pelz
Executive Director

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.

DocuSigned by:

Stephen Peltz

D1D2770F2411845A

Executive Director

8/26/2020

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.