

COMMUNITY ACTION PARTNERSHIP of KERN
BOARD OF DIRECTORS
EXECUTIVE COMMITTEE MEETING
September 17, 2020

12:00 pm

Per Governor's Executive Order N-25-20
Meeting to be held via Tele-Conference

[Join Microsoft Teams Meeting](#)

(213) 204-2374 - Conference ID: 871 516 265#

Members of the public may join the tele-conference or listen to the call from the CAPK office at
5005 Business Park North, Bakersfield, CA

AGENDA

1. Call to Order

2. Roll Call

Curtis Floyd
Janea Benton

Fred Plane
Yolanda Ochoa

Nila Hogan
Guadalupe Perez

3. Approval of Agenda

4. Public Forum

The public may address the Committee on items not on the agenda. Speakers are limited to 3 minutes. If more than one person wishes to address the same topic, the total group time for the topic will be 10 minutes. Please state your name before making your presentation.

5. New Business

- a. County of Kern: Housing for the Harvest Services Contract – Traco Matthews, Chief Program Officer – **Action Item (p. 2)**
- b. Housing for the Harvest Program: Request for Proposal for Selection of Meal Services Vendor – Pritika Ram, Director of Administration - **Action Item (Information to be provided in advance of or at meeting)**
- c. HUD Coordinated Entry System (CES) Contract – Pritika Ram, Director of Administration - **Action Item (p. 3-8)**
- d. The Housing Authority of the County of Kern Memorandum of Understanding (MOU): Rental & Mortgage Assistance Program – Sheila Shegos, Director of Community Development - **Action Item (p. 9-14)**

6. Committee Member Comments

7. Closed Session

8. Closed Session Report

9. Next Scheduled Meeting

Executive Committee Meeting
Thursday, December 16, 2020
12:00 pm
5005 Business Park North
Bakersfield, CA 93309

10. Adjournment

This is to certify that this Agenda notice was posted in the lobby of the CAPK Administrative Office at 5005 Business Park North in Bakersfield, CA and online at www.capk.org by 12:00 am September 14, 2020 by Paula Daoutis, Administrative Coordinator.



MEMORANDUM

To: Executive Committee

From: Traco Matthews, Chief Program Officer

Date: September 17, 2020

Subject: *Agenda Item 5a*: County of Kern – Housing for the Harvest Services Contract –
Action Item

In late July 2020, Governor Newsom announced the Housing for the Harvest program to offer temporary hotel housing to farm workers who need to isolate due to COVID-19. The state has been working with counties to implement the program in regions that have the highest number of agricultural workers. The County of Kern – County Administrative Office approached CAPK to administer the program in Kern County in mid-August 2020.

The intent of the program is to mitigate the spread of COVID-19 among farm workers by providing necessary isolation for confirmed cases and exposures. The project is funded as part of the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act and is scheduled to end by December 30, 2020. Both the state and county are eligible to seek reimbursement (75% of costs) from FEMA. The CAO estimates that 500 – 600 farm workers are likely to utilize the Housing for the Harvest services during that timeframe.

CAPK will manage cases, provide transportation and food for exposed farm workers through subcontractors, and submit reports upon completion of the program. Because subcontractors will handle transportation and food services, there will be little to no risk of exposure to COVID-19 for CAPK employees. Case managers will work directly with the state to communicate with clients who receive services. A dedicated line (2-1-1 as backup) will be established to receive calls from medical providers to notify CAPK of eligible farm workers.

This program supports state and county efforts to help farm workers who are not currently being served via other methods during the COVID-19 pandemic. The work connects to CAPK's mission and Strategic Goal 4. The total contract ranges from \$520,000 - \$1,648,000 depending on the number of clients served. This includes the costs for labor, outreach, the services listed above, and other logistical requirements. Indirect funds received will range from \$47,000 - \$150,000 and represent the primary benefit to CAPK. The contract is expected to be approved at the County Board of Supervisors meeting on Tuesday, September 15, 2020, and we anticipate starting the program by October 2020.

Recommendation:

Staff recommend the Executive Committee approve the Professional Service Agreement for Housing for the Harvest with the County of Kern and authorize the Chief Executive Officer to execute all related documents.

Attachment:

Professional Service Agreement (To be provided before meeting)



MEMORANDUM

To: Executive Committee

From: Pritika Ram, Director of Administration

Date: September 17, 2020

Subject: *Agenda Item 5c*: HUD Coordinated Entry System Contract – **Action Item**

As part of the Coordinated Entry System, grant funding is received through the U.S. Department of Housing and Urban Development (HUD) to assist in the operation of the program in collaboration with the local Continuum of Care (CoC) and related homeless service providers. Our HUD grant cycle is on an annual basis and is renewed around May for a start date in August. This past grant cycle, staff did not execute the contract in a timely manner and the contract is pending approval for contract period beginning August 01, 2020 to July 31, 2021 in the amount of \$236,838. Despite the unexecuted contract, we have continued to pull down federal funds for the program.

The Coordinated Entry Systems continues to work closely with the Continuum of Care (CoC) and homeless service providers to ensure the program is meeting its intent on helping communities prioritize assistance based on vulnerability and severity of service needs and link those individuals to assistance.

Recommendation

Staff recommends the Executive Committee to approve the U.S. Department of Housing and Urban Development (HUD) contract in the amount of \$236,838 retroactive to August 01, 2020 to July 31, 2021 and authorize the Chief Executive Officer to execute the contract.

Attachment

HUD Coordinated Entry System contract CA1799L9D041901



U.S. Department of Housing and Urban Development
Office of Community Planning and Development
300 N. Los Angeles Street
Suite 4054
Los Angeles, CA 90012

Grant Number: CA1799L9D041901
Tax ID Number: 95-2402760
DUNS Number: 072947617 - 0000

CONTINUUM OF CARE PROGRAM (CDFA# 14.267) GRANT AGREEMENT

This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Community Action Partnership of Kern (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”); the Continuum of Care Program rule (the “Rule”), as amended from time to time; and the Notice of Funds Availability for the fiscal year competition in which the funds were awarded.

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

HUD’s total funding obligation for this grant is \$236,838, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

| Project No. | Grant Term | Performance Period | Total Amount |
|---|-------------------|---------------------------|---------------------|
| CA1799L9D041901 | 12 months | 08-01-2020 - 07-31-2021 | \$236,838 |
| a. Continuum of Care planning activities | | | \$0 |
| b. Acquisition | | | \$0 |
| c. Rehabilitation | | | \$0 |
| d. New construction | | | \$0 |
| e. Leasing | | | \$0 |
| f. Rental assistance | | | \$0 |
| g. Supportive services | | | \$215,307 |
| h. Operating costs | | | \$0 |
| i. Homeless Management Information System | | | \$0 |
| j. Administrative costs | | | \$21,531 |
| k. Relocation Costs | | | \$0 |
| l. HPC homelessness prevention activities: | | | |
| Housing relocation and stabilization services | | | \$0 |
| Short-term and medium-term rental assistance | | | \$ 0 |

If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The performance period of renewal projects funded by this Agreement will begin immediately at the end of the performance period under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's final operating year under the grant agreement being renewed and the date of this Agreement is executed by both parties may be reimbursed with funds from the first operating year of this Agreement. No funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

For any transition project funded under this Agreement the performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the performance periods for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Rufus Washington, Director

(Typed Name and Title)

May 7, 2020

(Date)

RECIPIENT

Community Action Partnership of Kern

(Name of Organization)

By:

(Signature of Authorized Official)

Jeremy T. Tobias, Chief Executive Officer

(Typed Name and Title of Authorized Official)

(Date)

Indirect Cost Schedule

| Agency/Dept./Major Function | Indirect Cost Rate | Direct Cost Base |
|-----------------------------|--------------------|------------------|
| | | |
| | | |
| | | |
| | | |

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).



MEMORANDUM

To: Executive Committee

From: Sheila Shegos, Director of Community Development

Date: September 17, 2020

Subject: *Agenda Item 5d*: The Housing Authority of the County of Kern Memorandum of Understanding - Rental and Mortgage Assistance Program – **Action Item**

At the August 26 Board of Directors meeting, the CEO was authorized to finalize negotiations and sign documents and an MOU agreement with the Housing Authority of the County of Kern for rental assistance and services through city and county Federal CARES Act funds. These funds were provided to assist individuals and families impacted by COVID-19 who are at immediate risk of homelessness. The Housing Authority of the County of Kern is receiving a total of \$10,000,000 from the city and county.

Under the MOU agreement, CAPK will provide 2-1-1 and CES rental assistance services and support for a period of four months, September to December 2020, or until the funds are fully expended. Contracted services with CAPK are estimated at \$100 for each eligible applicant referred to the Authority with required documentation for payment (up to 3,000 individual/family applicants). CAPK will also receive \$32,624 for four additional 2-1-1 staff members to:

- Verify and determine eligibility for rental assistance for County of Kern Program applicants who meet the HUD definition of At-Risk of Homelessness
- Submit required documentation to the Housing Authority for eligible applicants for payment by the Authority to landlord/mortgage company (up to \$5,000 per individual/family).
- Provide consultation to the Authority to help coordinate timely, efficient implementation of the program
- Expand capacity of 211/CES system to handle additional calls related to the program, during contract period
- Input data into the Homeless Management Information System (HMIS)

This work aligns with the mission of CAPK and Strategic Goal 2. We anticipate starting the program by October 2020.

Recommendation:

Staff recommends the Executive Committee approve the Memorandum of Understanding between the Housing Authority of the County of Kern and CAPK and authorize the Chief Executive Officer to execute all related documents.

Attachment:

Memorandum of Understanding – Rental and Mortgage Assistance

**MEMORANDUM OF UNDERSTANDING
RENTAL AND MORTGAGE ASSISTANCE PROGRAM
Between
The Housing Authority of the County of Kern
and Community Action Partnership of Kern**

The **Housing Authority of the County of Kern** (hereafter referred to as “Authority”) and **Community Action Partnership of Kern** (hereafter referred to as “CAPK”) are aware of the critical need to prevent persons from becoming homeless. This need is even greater now due to the impacts of the COVID-19 pandemic. In response, the City of Bakersfield and County of Kern are funding a one-time Rental and Mortgage Assistance program to help prevent evictions and foreclosures related to COVID-19. Consequently, the agencies listed above have agreed to enter into this Memorandum of Understanding (MOU) for the provision of services related to the Rental and Mortgage Assistance program.

I. Term

The term of this agreement shall commence on September 21, 2020 and end on December 15, 2020.

II. Purpose

This MOU is intended to establish the responsibilities of the **Authority** and **CAPK** in successfully administering the **Rental and Mortgage Assistance program (“Program”)** and detailing the funding available to **CAPK** for providing the services outlined in this MOU.

III. Program Eligibility Criteria

Bakersfield or Kern County residents who meet the following criteria:

- Household income less than 80% AMI
- Loss of income or extraordinary medical expenses since March 2020 or household income less than 50% AMI
- Rent or mortgage burden exceeding 30% of gross income
- Occupy home or apartment with lease/mortgage in recipient name
- Not receiving assistance from other rental assistance/prevention programs
- Landlord/mortgage company will cancel eviction/foreclosure if payment received.

IV. Responsibilities

A. CAPK has the following responsibilities under this **MOU**:

1. In accordance with the procedures established by the **Authority**, verify and determine eligibility for rental assistance for County of Kern Program applicants who meet the HUD definition of At-Risk of Homelessness.

2. Submit the required documentation to the **Authority** for eligible Program applicants for payment by the Authority to the landlord.
3. Be available to provide consultation to the **Authority** to help coordinate the timely and efficient implementation of the Program.
4. Temporarily expand the capacity of the 211 system to handle additional calls related to the Rental and Mortgage Assistance program by adding the following positions from September 21 to November 20, 2020:

Four (4) 211 Information & Referral Specialists

5. Input required data into the HMIS System.

B. The Authority has the following obligations under this MOU:

1. Establish forms and procedures for the determination and verification of eligibility of Program applicants.
2. Respond to questions and provide information needed to help ensure the timely and efficient implementation of the Program.
3. Make payments on behalf of eligible applicants to the extent funding is available.

C. Both the Authority and CAPK:

1. Administer all of their respective policies and procedures on a non-discriminatory basis in accordance with the following requirements:

Non-discrimination Requirements. 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 Coronavirus Relief Funds:

Executive Order 11063 (Equal Opportunity in Housing).

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).

Rehabilitation Act of 1973 and Americans with Disabilities Act. This MOU 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 MOU is also subject to the Americans with Disabilities Act of 1990 (Public Law 101-336), as amended, 42 USC 12101, et. seq.

Equal Employment Opportunity (Non-discrimination Clause). Not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, age, disability, or sexual orientation. 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. State that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation.

2. Identify and adhere to legal requirements regarding confidentiality of client information, such as requiring client permission to release information to either agency.

V. Reporting Requirements

- A. **CAPK** shall submit required documents to the **Authority** on an as needed basis for the purposes of auditing.

VI. Compensation

- A. The **Authority** shall pay **CAPK** \$100 for each eligible Program applicant referred to the Authority with required documentation for payment.
- B. The Authority shall pay CAPK \$32,624 for the additional 211 staffing.
- C. The conditions and terms of funding to **CAPK** are as follows:
 1. **CAPK** represents and warrants that it is not presently debarred, suspended, or declared ineligible for the award of contracts by any federal agency or from participating in any state or federal programs.
 2. The **Authority** shall pay **CAPK** within 30 days of **Authority's** receipt of required documentation.
 3. **CAPK** will not be reimbursed for costs incurred for non-eligible applicants.
 4. Payment to **CAPK** is subject to the approval of funding from the City of Bakersfield and County of Kern.

VII. Indemnification

- A. To the fullest extent permitted by law, **CAPK** shall indemnify, defend, and hold harmless the **Authority**, its officers, officials, employees, and volunteers from and against any and all liability, limitation, claims, damage, costs, expenses, awards, fines, judgements, and attorney fees (including without limitation, costs, attorney fees, and expert witness fees and other expenses of litigation) of every nature arising out of or in connection with **CAPK's** performance of work hereunder, or work of its agents, employees, subcontractors and/or independent contractors, or their failure to comply with any of its obligations contained in the agreement, except to the extent: (1) the claims arise out of, pertain to, or relate to the sole negligence, active negligence, or willful misconduct of indemnified parties or indemnified parties' other agents, other servants, or other independent contractors who are responsible to indemnified parties; (2) , the claim is for defects in design furnished by indemnified parties or indemnified parties' other agents, other servants, or other independent contractors who are responsible to indemnified parties; or (3) to the extent the claims do not arise out of the scope of work of **CAPK** pursuant to the contract.

VIII. Insurance

- A. **CAPK** shall procure and maintain, for the duration of the Agreement, insurance against claims for, injury, loss, and damage as a result of **CAPK** actions in connection with the performance of its obligations, as required in this agreement, **CAPK** shall secure and maintain insurance as described below. **CAPK** shall be responsible for any deductibles under all required insurance policies.

CAPK shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services provided by **CAPK**, its agents, representatives, or employees.

- B. Minimum Scope and Coverage of Insurance – Coverage shall be at least as broad as:
1. Worker's Compensation insurance as required by the state of California and Employer's Liability Insurance (\$1,000,000 per accident for bodily injury or disease).
 2. General Liability insurance as require by the State of California (\$1,000,000 per occurrence).
- C. Deductible and Self-Insured Retentions: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled

by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Housing Authority.

- D. **CAPK** agrees to name the **Authority** as an additional insured entity on their certificate of liability insurance and agrees to provide a copy of such certification.

- E. Verification of Coverage: **CAPK** shall furnish the **Authority** with certificates and mandatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the **Authority** or on other than **Authority** forms provided those endorsements conform to the **Authority** requirements. All certificates and endorsements are to be reviewed and approved by the **Authority** before work commences. The **Authority** reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Approved by:

Jeremy T. Tobias, CEO
Community Action Partnership of Kern

Stephen M. Pelz, Executive Director
Housing Authority of the County of Kern

(Signature)

(Date)

(Signature)

(Date)