

Notice Of Funding Availability Emergency Solutions Grant (ESG) Program

Open Date: November 1, 2024

Close Date: December 6, 2024

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Section One - Notice of Funding Availability

Introduction

Under this Notice of Funding Availability (NOFA): The County of San Diego (County) Housing and Community Development Services (HCDS) is accepting proposals from eligible organizations providing assistance to persons experiencing homelessness or at-risk of homelessness within the Urban County. The Urban County includes communities located in the unincorporated area of San Diego County and the cities of Coronado, Del Mar, Imperial Beach, Lemon Grove, Poway, and Solana Beach.

Funds to be used for this NOFA are from the federal Emergency Solutions Grant (ESG) Program. Program(s) that are awarded will need to commit to 100% eligible in-kind match funding.

The ESG program provides funding to meet the following objectives:

1. Engage homeless individuals and families living on the street;
2. Improve the number and quality of emergency shelters for homeless individuals and families;
3. Help operate emergency shelters;
4. Provide essential services to shelter residents;
5. Rapidly re-house homeless individuals and families; and
6. Prevent families/individuals from becoming homeless.

Programs/activities must fall within the following categories:

1. Rapid re-housing for homeless individuals and families;
2. Emergency Shelters;
3. Street Outreach;
4. Homelessness prevention; and/or
5. Homeless Management Information System (HMIS).

Background

The Emergency Solutions Grant (ESG) is a federal program in the U.S., administered by the Department of Housing and Urban Development (HUD), designed to assist individuals and families experiencing homelessness or at risk of becoming homeless. The HEARTH Act, enacted into law on May 20, 2009, consolidated three separate homeless assistance programs, administered by the U.S. Department of Housing and Urban Development (HUD) under the McKinney-Vento Homeless Assistance Act, into a single grant program. A main revision in the HEARTH Act converted the federal Emergency Shelter Grant program into the Emergency Solutions Grant (ESG) Program. The ESG regulations are found at [24 CFR Part 576](#).

Funding Available

HCDS has allocated approximately \$300,000 in ESG Program funds from HUD under this NOFA. These funds are available to non-profit organizations and public entities sponsoring eligible projects within the Urban County. HCDS will award one or more contracts through this solicitation to serve the entire Urban County.

Proposals must demonstrate a plan to provide services to eligible households throughout the Urban County, not just in specific areas. Emphasis should be placed on addressing the needs of regions identified by the Point in Time Count (PITC) as having the greatest unmet need.

Timeline

Below is the timeline for the NOFA. The County reserves the right to modify any of the dates in the schedule as deemed necessary.

Date	Activity
November 1, 2024	NOFA Release
November 13, 2024	NOFA Overview and Technical Assistance
December 6, 2024	NOFA Application Due by 3PM
February 2025	Award Notification
July 1, 2025	Contract(s) Begin

Conditions

HCDS reserves the right to negotiate, and award contracts, limit the number of contracts awarded, and request additional information from applicants. Applicants are advised that in submitting their proposals they acknowledge and agree to the terms and conditions of this NOFA and to the accuracy of the information they submit in response. HCDS reserves the right to reject submittals, waive irregularities in the submittal requirements, or cancel this NOFA at any time. All application packages become the property of HCDS.

Threshold Review

Proposals are subject to preliminary review for threshold criteria. Applicants providing incomplete or ineligible proposals will be notified. For incomplete or ineligible proposals, HCDS reserves the right to either request clarification information or notify the applicant that the proposal has been rejected.

Threshold review will include a review of Minimum Requirements and application package completeness.

Proposal Review

After proposals are submitted, the NOFA Review Panel will evaluate them to ensure they align with the priorities set forth in the [County of San Diego Consortium Plan](#) and [San Diego's CoC Community Standards](#).

Please be aware that the current Consolidated Plan will be updated to reflect the proposed goals for 2025-2029, which will take effect on July 1, 2025. This updated plan will focus on:

1. Investing in Housing Options: Expanding the affordable housing stock and increase the efficiency and affordability of the existing housing supply.
2. Supporting Housing Stability: Strengthening support for the region's most vulnerable populations through programs that assist individuals from homelessness to permanent housing.
3. Improving Quality of Life: Enhancing access to essential services, community infrastructure, and economic development opportunities throughout the County of San Diego.

Technical Assistance, Clarification and Addenda

HCDS will host a virtual technical assistance session on the overview of the ESG NOFA and answer any questions November 13, 2024, from 2pm - 3pm via TEAMS. Requests for clarifications regarding this NOFA should be emailed to Community.Development@sdcountry.ca.gov. Those who are deaf or hard of hearing may contact the department at (866) 945-2207.

Changes to the NOFA and/or the submittal requirements, if any, will be made and issued in the form of an addendum posted on the [HCDS website](#), and sent to all organizations requesting ESG NOFA alerts through [Buynet](#) and the [County of San Diego email distribution list](#).

Application Packages

ESG NOFA application packages can be accessed on the [HCDS website](#) and [Buynet](#).

Submittals

Please submit the complete and signed application proposals in electronic format. All electronic copies must be emailed by **3:00 PM on Friday, December 6, 2024**.

To submit the application, use a secure electronic document management system (such as SharePoint, OneDrive, or Dropbox) and send it to: Community.Development@sdcounty.ca.gov.

Documents should be in organized and named in accordance with the NOFA Application Checklist. Applications submitted for consideration must be complete. If any information requested in the NOFA is not applicable, indicate section with “N/A”.

Applicants who do not submit the application on or before the application deadline will be deemed non-responsive. Late submissions will not be considered.

Section Two – Program and Funding Source

Emergency Solutions Grant (ESG) Program

The Emergency Solutions Grant (ESG) is a federal program designed to provide funding to states and localities for the prevention of homelessness and to help those who are experiencing homelessness. Administered by the U.S. Department of Housing and Urban Development (HUD), the ESG program aims to promote a comprehensive approach to addressing homelessness through various support services.

- The ESG program, authorized by the Stewart B. McKinney Homeless Assistance Act, provides funding to support homeless assistance programs and is governed by [24 CFR Part 576](#), which outlines the program's requirements and eligibility criteria for funding.
 - Refer to HUD's [ESG Program Components Quick Reference](#) for more information.
- HUD requires every CoC to have adopted written standards that govern the provision of CoC and ESG funded programs, refer to the [San Diego CoC Community Standards](#) which sets minimum system and project level expectations for CoC and ESG programs.

Activities, Outputs and Outcomes

The County of San Diego seeks to enhance ESG program outcomes through efficient resource use and evaluation of community benefits beyond project lifetimes. Subrecipients will be required to report on three key data elements throughout their contract duration:

- **Activities:** Refers to a specific task, action, or intervention to achieve a desired goal/outcomes aimed at addressing homelessness and supporting those in need. Program activities may include, but are not limited to:

SUMMARY OF ESG ELIGIBLE PROJECT COMPONENTS	
Project Component	Main Eligible Activities
Emergency Shelter ¹	Renovation (Major Rehabilitation and Conversion), Essential Services, Shelter Operations, and Assistance required under the Uniform Relocation Act (URA). Refer to 24 CFR 576.102 . Any construction or infrastructure activities are subject to Build America, Buy America Act - regulations at 24 CFR Part 184.
Rapid Re-Housing Assistance	Housing Relocation and Stabilization Services <u>Financial Assistance:</u> Moving Costs, Rent Application Fees, Security Deposits, Last Month's Rent, Utility Deposit and Utility Payment. Assistance may also include a one-time payment of rental arrears for up to 6 months. <u>Services:</u> Housing Search, Housing Placement, Housing Stability, Mediation, Legal Services, Credit Repair, Budgeting, Money Management. <u>Rental Assistance:</u> Short: Up to 3 months, Medium: 4-24 months. Tenant-Based Rental Assistance and Project-Based Rental Assistance. Refer to 24 CFR 576.103, 576.105 and 576.106 .
Street Outreach ²	<u>Essential Services</u> necessary to reach out to unsheltered homeless individuals and families, connect them with emergency shelter, housing, or critical services, and provide them with urgent, non-facility-based care. Component services generally consist of engagement, case management, emergency health and mental health services, and transportation. For specific requirements and eligible costs, refer to 24 CFR 576.101 .
Homelessness Prevention	Same activities as Rapid Re-Housing
HMIS ³	Grant funds may be used for certain HMIS and comparable database costs, as specified at 24 CFR 576.107 .

¹ Due to the limited amount of ESG funds available, applications for rehabilitation, renovation or conversion will not be accepted at this time.

² ESG regulations limit street outreach and emergency shelter activities (combined) to no more than 60% of the fiscal year grant.

³ HMIS participation is required as a project component within all proposals but may not be the sole project component.

- **Outputs:** Refers to the direct measurable results produced by the program activities. Subrecipients should report on quantifiable outputs such as:
 - Number of Individuals Served
 - Number of bed Nights Provided
 - Number of low-income households served (\leq 30% AMI)
 - Number of services Delivered
 - Number of referrals Made

- **Outcomes:** Refers to measurable impacts achieved through the program activities and outputs aimed at addressing homelessness. Key performance outcomes may include, but are not limited to the following:
 - Permanent Housing Placements
 - Retention of Housing
 - Successful Eviction Prevention
 - Increased Service Utilization
 - Client Satisfaction

Successful applicants will be required to report on this as a part of their Monthly Progress Reports (MPRs).

Under this NOFA, ESG funds will be awarded to non-profit organizations and/or public entities sponsoring projects within the Urban County (composed of the County unincorporated area and the cities of Coronado, Del Mar, Imperial Beach, Lemon Grove, Poway, and Solana Beach).

Contracts will be awarded for one year, with a one-year option to extend the contract, based on performance and funding availability.

Section Three – County Program Requirements

Initial Funding

The following items must be completed prior to funding:

A. Environmental Review

All projects awarded ESG funds are subject to an environmental review conducted by the County of San Diego Department of Public Works before execution of a contract. Projects may be subject to CEQA or NEPA reviews, depending on their scope and activities. A project may not begin until final environmental review is complete and a Notice to Proceed is issued, regardless of whether the work would be accomplished with federal funds or other matching funds. Failure to comply will jeopardize the availability of HUD funds for the project.

B. Insurance Requirements

Proof of insurance meeting these requirements must be submitted to HCDS ten (10) days prior to contract execution. Please refer to Exhibit 6 for full Insurance requirements.

- **General Liability Insurance:**
Funding recipients must obtain and provide evidence of general liability insurance in the amount of \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. The General Aggregate limit shall be \$4,000,000.
- **Automobile Liability Insurance:**
Funding recipients must obtain and provide evidence of automobile liability insurance in the amount of \$1 million per each accident for bodily injury and property damage.
- **Endorsement to General Liability and Automobile Insurance:**
Each Subrecipient must name the County of San Diego as an additional insured on their general liability and automobile insurance policies.
- **Workers' Compensation, as required by the State of California and Employer's Liability Insurance:**
Depending on the contract scope of work, County retains the right to modify insurance requirements to provide adequate protection against the risk undertaken by Subrecipient. Contract Bonds may need to be included in the funding recipient's insurance coverage.

On-Going Requirements

The following requirements must be met for continued funding:

A. Match Requirements

In-kind match for the ESG program refers to non-cash contributions that can be used to meet the matching requirements of the grant. These contributions can include volunteer hours, donated goods and services, or facilities provided for free.

Subrecipients are required to provide 100 percent in-kind match must for the ESG funding provided by HCDS, which can be sourced from other public or private funds. Please refer to [Section 576.201](#) for more information.

B. Insurance Requirements

Subrecipients must maintain insurance coverage as outlined above through the duration of the contract. Additional insurance requirements maybe assigned at time of contract depending on the scope of work.

C. Homeless Management of Information System (HMIS) Participation

Subrecipients will assure compliance with all HUD record-keeping provisions, including use of the HMIS for clients served by ESG-funded programs. The cost of complying with this requirement must be reflected in the project budget.

D. Recordkeeping

Subrecipients must establish and maintain documentation for all administrative functions and financial transactions related to the utilization of ESG funds. These items include but are not limited to program guidelines, beneficiary data, original invoices, contracts, receipts, and bank statements. Subrecipients must ensure that all ESG funds are used for eligible, approved, and allowable activities.

Under ESG, Subrecipients are also required to keep a record of clients who are screened and classified as ineligible. The ESG recordkeeping and reporting requirements state that for each individual and family determined ineligible to receive ESG assistance, the record must include documentation of the reason for that determination. (Refer to [24 CFR § 576.500\(d\)](#)).

Administration and Monitoring

HCDS is the administrative and monitoring agency for projects awarded through this NOFA.

Note the following project funding conditions:

A. Grant Awards

Under this NOFA, HCDS will award ESG funds in the form of contracts. It is anticipated that executed contract(s) will be effective July 1, 2025.

B. Disbursement of Funds

HCDS distributes funds through a reimbursement process. Expenses incurred prior to the effective date of the executed contracts are not eligible for reimbursement. Billing for reimbursement must be submitted in accordance with contract specifications and in compliance with, [2 CFR Part 200](#).

C. Funding Reallocations

ESG funds are subject to strict expenditure requirements. Subrecipients are expected to expend funds within the 12-month contract term. HCDS reserves the right to reallocate funds from one approved project to another, to a new activity, or to cancel fund reservations at its discretion if projects are not performing satisfactorily (as determined by HCDS) or if there are anticipated funds that will not be spent prior to fiscal year end.

D. Monitoring

HCDS reserves the right to monitor the program/project for compliance with contract scope and ESG regulations throughout the contract term. Records must be retained for at least five years from the date of the contract closeout. This retention period is essential for ensuring compliance with federal regulations and for facilitating potential audit.

Section Four – Application Requirements

Minimum Requirements

To be considered eligible for review, the proposal must meet the following requirements:

- The applicant is a non-profit organization and/or public entity.
- The project provides services which are consistent with the County’s Consolidated Plan and the San Diego CoC Community Standards.
- The project serves persons experiencing homelessness or at risk of homelessness.
- The project serves residents whose incomes are at or below 30% of the AMI, refer to [HUD Income Limits for the County of San Diego – Effective April 2024](#).
- The project is located in and/or serves residents of the Urban County.
- 100% eligible in-kind match funding has been identified.

NOFA Application Package Checklist

An applicant must complete Exhibit 1, the NOFA Application Package Checklist, and submit it along with their application package (Exhibit 2) and attachments.

Application Package Requirements

To complete the NOFA Application, refer to the completed NOFA Application Package Checklist (Exhibit 1). The application (Exhibit 2) must include the following items as attachments, as specified in the checklist:

A. Board Resolution

An applicant must submit a resolution from its governing body authorizing the submittal of a proposal. This resolution must identify the parties authorized to execute documents. Please refer to Exhibit 5 – Sample Board Resolution for guidance. This will be Attachment A of the application package.

B. Articles of Incorporation and By-Laws

An applicant must include current Articles of Incorporation and By-Laws for the organization. This will be Attachment B of the application package.

C. Audited Financial Statements

Agencies receiving ESG funds are required to submit an independent audit or an A133 single audit.

- Agencies expending less than \$1,000,000 of federal funds annually must submit an independent audit of their organization’s financial statements.
- Agencies expending \$1,000,000 or more of federal funds must meet all federal single audit requirements as outlined in 2 CFR Part 200. A single audit includes a financial audit and an audit of compliance with federal regulations

An applicant must submit the following information for the last two (2) fiscal years of their organization. This will be Attachment C of the application package.

- Audited financial statements of the entire organization with the applicable notes.
- Independent Auditor’s Report on Compliance and Internal Control over Financial Reporting based on an Audit of the Financial Statements in Accordance with Government Accounting Standards.
- Independent Auditor’s Statement of Findings and Questioned costs.

D. Evidence of Funding Commitments

An applicant must submit letter(s) that demonstrate a 100 percent in-kind match to the requested ESG funding. These letter(s) must include the name, title, and telephone number of the responsible contact person, funding source and amount. This will be Attachment D of the application package.

E. Cost Allocation Plan

An applicant must submit a cost allocation plan that clearly demonstrates how direct and indirect costs are shared between the project and other agency projects. This will be Attachment E of the application package.

F. Position Descriptions

An applicant must provide position descriptions for all proposed staffing positions funded by the project. This will be Attachment F of the application package.

G. Project Description

An applicant must provide a detailed description of the proposed project. This information should be included as Attachment G in the application package.

- Detailed description of work to be performed, components to be undertaken, or services to be provided.
- Describe specifically how the requested ESG funds will be used.
- Describe how this project will benefit persons experiencing homelessness or those at risk of homelessness.
- Describe the problem(s) or need(s) that the proposed project is intended to address.
- Describe how program activities will be tracked throughout the project and identify key performance indicators such as outputs that will be used to assess program outcomes as referenced in Section Two.

H. Organizational/Staffing Chart

An applicant must include their organizational/staffing chart that describes the overall organization and illustrates the relationship of the proposed project with other organizational divisions, programs, and sections. Indicate the lines of organizational management, authority, and responsibility. The staffing chart identifies program staff positions (by name and title, if known) and reporting responsibilities. Applicant must include resumes for staff who are currently employed by the applicant. This will be Attachment H of the application package.

I. ESG Program Budget

Applicants must complete Exhibit 4 - Project/Program Budget. Award recipients will need to prepare a detailed budget as part of the contract development process. This will be Attachment I of the application package.

EXHIBIT 1

NOFA Application Package Checklist

Please complete the following checklist and submit this form with the application and attachments.

Cover Page
Table of Contents
Proposal

Requirements for Submittal

- NOFA Application (Exhibit 2)
 - Attachment A – Board Resolution (Exhibit 5)
 - Attachment B – Articles of Incorporation and By-Laws
 - Attachment C – Audited Financial Statements
 - Attachment D – Evidence of Funding Commitments
 - Attachment E – Cost Allocation Plan
 - Attachment F – Position Descriptions
 - Attachment G – Project/Program Description
 - Attachment H – Organizational/Staffing Chart
 - Attachment I – Project/Program Budget (Exhibit 4)

Project/Program Title: _____

Name of Organization: _____

EXHIBIT 2

NOFA Application

1. PROJECT TITLE: _____

2. AGENCY SUBMITTING APPLICATION:

a. Agency Name: _____

b. Contact Name: _____ Contact Title: _____

c. Address: _____

d. Phone: _____ Email: _____

3. ORGANIZATIONAL STATUS:

Check one of the following: Project will be carried out by:

Non-Profit Organization

Public Entity

Does the agency expend \$750,000 or more a year in federal funds?

Yes No

4. Summary of Funding Request (List by funding activity)

Activity

	ESG
TOTAL REQUEST	\$

5. TYPE OF ESG ACTIVITY: (Please check all that apply)

Emergency Shelter

Rapid Re-Housing Assistance

Street Outreach

Homeless Prevention

HMIS

6. PROJECT INFORMATION:

Due to the limited amount of ESG funds available, applications for rehabilitation, renovation or conversion will not be accepted at this time. Refer to Exhibit 3 for the program evaluation, which outlines the points assigned to each question and section listed below. Attach pages as necessary to describe the following:

A. Project Need

1. Target Population – Describe the target population or subpopulation and how they are accessed. Describe how the project will address the needs of the population. Describe challenges and barriers and how those will be overcome.
2. Geographic Area – Describe the characteristics of the population to be served (e.g., youth, seniors, persons with disabilities, etc.) and the geographic area to be benefited.
3. Consolidated Plan – Describe how the project is consistent with the priorities outlined in the [County of San Diego Consortium Consolidated Plan](#). Identify which of the Consolidated Plans goal(s) and objective (s) the project will help accomplish. Identify which special needs and disabled population(s) will be served in accordance with the consolidated plan.

B. Project Description

For more information on the ESG program requirements, activities, outputs, and outcomes, please refer to Section Two - Program and Funding Source.

1. Please provide a detailed description of the specific activities the organization plans to implement, including the timeline, ESG eligible project component, and how these activities align with the overall goals and objectives of the ESG program. Describe the specific tasks or interventions that will be implemented to achieve the project goals (e.g., case management services).
2. Describe how the project benefits persons experiencing homelessness or at risk of homelessness.
3. Please include how the organization plans to track activities, measure outputs, and evaluate outcomes for the proposed project. Make sure to address the following:
 - a) Outputs: Outline the measurable results expected from the proposed activities. Provide examples of metrics (e.g., number of participants served) and how data will be collected.
 - b) Outcomes: Define the specific, measurable, achievable, realistic, and time-specific (SMART) outcomes aimed to achieve. Describe the methods for assessing these outcomes and how the organization will ensure data accuracy.
 - c) Reporting: Explain how the organization will compile and present this information in the monthly and quarterly progress reports, ensuring clarity and alignment with the County's requirements.

7. APPLICANT EXPERIENCE:

Attach pages as necessary to describe the following:

1. Describe in detail the organizations experience in developing, implementing, and evaluating the proposed project or comparable projects.
2. Describe in detail the organizations experience with government contracts including any corrective action that may have been taken.
3. Provide a complete organizational/staffing chart that illustrates organizational management, authority, and responsibility. Identify project staff (including title and FTE) and demonstrate the lines of accountability and reporting responsibility for the proposed project.
4. Describe position descriptions for the proposed staffing of the project and include a resume of staff and consultants assigned to the project including the Executive Director/Chief Executive Officer.

8. FISCAL CAPACITY:

Attach pages as necessary to describe the following:

1. Provide evidence of at least 100% in-kind match.
2. Include the last two (2) fiscal years' Audited Financial Statements of the entire organization with the applicable notes, Independent Auditor's Report on Compliance and Internal Control over Financial Reporting based on an Audit of the Financial Statements in Accordance with Government Accounting Standards and Independent Auditor's Statement of Findings and Questioned costs. Please refer to Section Four – Application Requirements.
3. Provide a detailed cost allocation (consistent with [2 CFR Part 200](#)) plan that clearly demonstrates how direct and indirect costs are shared between the project and other agency projects.

9. CERTIFICATION:

The undersigned certifies under penalty of perjury that all statements made in this proposal are true and correct to the best of the undersigned's knowledge.

Name (First and Last), Title

Authorized Signature [Board Officer]

Date Signed

EXHIBIT 3

Proposal Evaluation

PROJECT/PROGRAM PROPOSAL RANKING		Maximum Possible Points
A. Project Need		20
1.	Target Population – Does the applicant describe the target population or subpopulation and how they are accessed? Does it address the needs of the population? Does it describe challenges and barriers?	
2.	Geographic Area – Does the applicant describe the location? Does the project benefit the needs of Urban County Residents? Will the project provide services to the entire Urban County? Will the project provide more than one high-priority service to the entire Urban County?	
3.	Consolidated Plan – Does the applicant demonstrate how the proposal meets with the priorities outlined in the County of San Diego’s Consolidated Plan and CoC Community Standards.	
B. Project Description		35
1.	Does the proposal provide a detailed description of the specific activities the applicant plans to implement, including a timeline, ESG eligible project components, and how these activities align with the overall goals and objectives of the ESG program.	
2.	Does the applicant describe how the project benefits persons experiencing homelessness or at risk of homelessness.	
3.	Did the applicant outline their project outputs, outcomes, and reporting methods to track activities, measure results, and evaluate the project’s effectiveness?	
C. Applicant Experience		25
1.	Agency/Program Experience – Does the applicant describe in detail the agency/program experience in developing, implementing, and evaluating the proposed project or comparable project?	
2.	Government Contracts – Does the applicant have any experience with government contracts for similar projects? Have there been any corrective actions and were they resolved? If none, does the applicant have other contracts for similar projects?	
3.	Organizational/Staffing Chart – Did the applicant include an organizational/staffing chart? Does the chart illustrate organizational management, authority, and responsibility? Does the chart identify program staff (including title and FTE) and demonstrate the lines of accountability and reporting responsibility for the proposed project?	
4.	Position Descriptions – Does the applicant provide position descriptions for the proposed staffing of the project? Do the position descriptions reflect the proposed project? Does the applicant provide a résumé for the Executive Director/Chief Executive Officer? Does the résumé demonstrate capacity/experience to support the project?	
D. Fiscal Capacity		20
1.	Match – Does the applicant provide evidence of at least 100% match?	
2.	Audited Financials – Does the applicant provide last two (2) fiscal years’ Audited Financial Statements of the entire organization with the applicable notes, Independent Auditor’s Report on Compliance and Internal Control over Financial Reporting based on an Audit of the Financial Statements in Accordance with Government Accounting Standards and Independent Auditor’s Statement of Findings and Questioned costs?	
3.	ESG Cost Allocation Plan – Does the applicant provide a detailed cost allocation plan that clearly demonstrates how direct and indirect costs are shared between the project and other agency projects? Is it consistent with 2 CFR Part 200 ?	
E. Total		100

EXHIBIT 4

Project/Program Budget 2025-2026

AGENCY NAME: _____

PROJECT NAME: _____

Sources of Funds	ESG Funds	Applicant's Funds	Other Sources (List each separately)	TOTAL
Uses of Funds:				
Street Outreach ¹ : Service Activity:				
Service Activity:				
Service Activity:				
Emergency Shelter ¹ : Operational Activity:				
Operational Activity:				
Operational Activity:				
Homelessness Prevention Activity:				
Activity:				
Activity:				
Rapid Re-Housing Assistance Activity:				
Activity:				
Activity:				
HMIS ² Activity:				
TOTAL:				

Notes:

1. ESG regulations limit street outreach and emergency shelter activities (combined) to no more than 60% of the fiscal year grant.
2. HMIS participation is required by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act).

EXHIBIT 5

Sample Board Resolution

[Letterhead of Applicant]

RESOLUTION OF BOARD OF DIRECTORS OF _____

WHEREAS this entity has a minimum of four directors who constitute a quorum for conducting organization business; the organization conducts quarterly board meetings; quarterly financial statements are reviewed by the board; and the executive director and other paid staff do not serve as voting board members.

WHEREAS is a [Status of Corporation, i.e., A Non-profit Public Benefit Corporation, qualified pursuant to the provisions of Internal Revenue Code Section 501 (c) (3), etc.]

WHEREAS recognizes that the community at large, and especially low-income residents have many diverse needs for social, housing, education, and other services.

WHEREAS is committed to effectively serving the communities referenced in the prior recital; and

NOW THEREFORE BE IT RESOLVED as follows:

1. That ___ is committed to providing safe, decent and affordable housing for persons of very low, low and moderate-income levels.
2. That on or about _____, 20____, the Board of Directors voted to authorize the ___[title of person authorized], or his designee, to apply for and accept assistance of the _____ Project, for the purpose of obtaining a grant to provide for the _____ [purpose; i.e., service provision, etc.] of the Project, in an amount not to exceed (\$___) from the County of San Diego Health and Human Services Agency, Housing and Community Development Services.
3. That the Board of Directors further voted to authorize the [title of person], or his designee, to execute any and all documents required by the County of San Diego Health and Human Services Agency, Housing and Community Development Services to document and secure its grant.
4. That the Board of Directors further authorized the [title of person], or his designee, to perform all acts and to do all things necessary, in the opinion of the County of San Diego Health and Human Services Agency, Housing and Community Development Services to implement the funding and making of the grant.

I, the undersigned, certify that this Resolution was adopted at regularly or specially noticed meeting of the Board of Directors on _____, 20____, at which a quorum of the Board of Directors was present, and at which the requisite percentage of the quorum voted to adopt the Resolution and that the Resolution has not been rescinded, modified or canceled as of the date of my execution of the same and that it remains in full force and effect as of this date. I further understand that the County of San Diego Health and Human Services Agency, Housing and

Community Development Services is relying on the validity of this Resolution in taking the actions to process and approve the application package.

I declare under penalty of perjury, under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of __, 20____, at San Diego, California.

By:

Title:

EXHIBIT 6

Full Insurance Requirements

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

1. Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

- A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit (\$4,000,000).
- B. Automobile Liability covering all owned, non-owned, hired auto Insurance Services Office form CA0001, with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance, with limits no less than \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. Professional Liability (Errors & Omissions) appropriate to the professional services provided by Contractor under this contract, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
- E. Cyber/Information Security Liability \$2,000,000 per claim with an aggregate limit of not less than \$2,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. or provide unauthorized access of either electronic or non-electronic data, including publicizing confidential electronic or non-electronic data; transfer of computer virus, Trojan horse, worms or any other type of malicious or damaging code; and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

- F. Sexual Abuse or Molestation (SAM) Liability: If the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$1,000,000 per occurrence or claim with an aggregate limit of not less than \$2,000,000. Coverage to include actual or threatened abuse or molestation by anyone of any person while in the care, custody or control of the insured or as a result of the negligent employment, investigation, hiring & supervision or the reporting or failure to report to proper authorities of a person for whom any insured is or ever was legally responsible.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

2. Self-Insured Retentions

Self-insured retentions must be declared to and approved County Risk Management. County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

3. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. Additional Insured Endorsement

The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability and SAM policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO from CG 2010 11 85 or **both** CG 2010, CG 2026, CG 2033, or CG 2038; **and** CG 2037 forms if later revisions used).

B. Primary Insurance Endorsement

For any claims related to this Contract, Contractor's insurance coverage, including any excess liability policies, shall be primary and non-contributory at least as broad as ISO CG 20 01 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

C. Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

General Provisions

4. Qualifying Insurers

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

5. Umbrella or Excess Policy

Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance. The Contract/Project Number should be noted in the "Description of Operations" box located near the bottom of the form. Additionally, the "Certificate Holder" box should designate the address of the responsible department or department representative to ensure the documents are received by the appropriate party.

7. Failure to Obtain or Maintain Insurance; County's Remedies

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

11. Claims Made Coverage

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- C. If insurance is terminated for any reason, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

12. Subcontractors' Insurance

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

13. Waiver of Subrogation

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.