

**2024 EMERGENCY SOLUTIONS GRANT
AGREEMENT**

THIS AGREEMENT, made and entered into this 9th day of December, 2024, by and between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and CITY OF MANTECA, Manteca, hereinafter referred to as "SUBRECIPIENT". Whereas the COUNTY has received funding from the U.S. Department of Housing and Urban Development through the Emergency Solutions Grant, hereinafter referred to as "ESG." In accepting these funds, SUBRECIPIENT agrees to comply with the terms and conditions of this AGREEMENT, the Request for Proposal under which the SUBRECIPIENT applied, and the requirements of the authorities cited above. Any changes made to the submitted and awarded application after this AGREEMENT is executed must receive prior written approval from the COUNTY.

WITNESSETH

In consideration of the mutual promises as hereinafter contained, the parties hereto agree as follows:

1. SUBRECIPIENT shall perform those services outlined in the COUNTY'S 2024-25 Consolidated Annual Plan submittal to the United States Department of Housing and Urban Development, and comply with the AGREEMENT, and the terms therein, between the County and HUD for the ESG Program, and by this referenced incorporated herein.

2. SCOPE OF SERVICE

A. Activities

The SUBRECIPIENT will be responsible for administering a 2024 ESG program in a manner satisfactory to the COUNTY and consistent with any standards required as a condition of providing these funds. The COUNTY reserves the right to require the SUBRECIPIENT to modify any or all parts of the Application in order to comply with ESG requirements. The COUNTY reserves the right to monitor all work to be performed by the SUBRECIPIENT in relation to this AGREEMENT. Any proposed revision to the Scope of Service must be submitted in writing for review and approval by the COUNTY and may require an amendment to this AGREEMENT. Approval shall not be presumed unless such approval is made by the COUNTY in writing. The SUBRECIPIENT'S program will include the following activities eligible under the ESG program:

Program Delivery

Activity #1 Funding under this contract will be used to offset non-staff shelter operational costs, including utilities, insurance, maintenance, security, food, equipment, and furnishings.

The SUBRECIPIENT shall provide services to victims of domestic violence, dating violence, sexual assault, and stalking as required by VAWA, including but not limited to safe housing, counseling and legal

assistance. The SUBRECIPIENT shall implement protective measures to ensure the safety and confidentiality of victims, including secure communication methods and safe housing options.

The SUBRECIPIENT shall perform the Work, only in the areas as identified, and in accordance with the approved ESG application and required by Federal ESG requirements at 24 CFR Section 576 (the Housing and Urban Development regulations concerning ESG). For the purposes of performing the Scope of Services, the COUNTY agrees to provide the amount(s) identified in Section 6 of this AGREEMENT. Unless amended in writing, the COUNTY shall not be liable for any costs in excess of the total approved budget. The COUNTY shall not, under any conditions, be liable for any unauthorized or ineligible costs or activities.

The SUBRECIPIENT shall provide services in compliance with Housing First principles. The SUBRECIPIENT shall take actions to create an effective, welcoming and affirming environment for all program participants and employees, including, but not limited to, persons of different races, ethnicities, sexual orientations, gender identities, and gender expressions. The SUBRECIPIENT shall establish and implement to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

3. ELIGIBLE ACTIVITIES

ESG funds awarded to the SUBRECIPIENT shall be used for the eligible activities in accordance with 24 CFR Part 576. The following additional provisions or requirements shall apply.

- A. ESG funds shall not be used for renovation, conversion, or major rehabilitation activities pursuant to 24 CFR 576.102. Minor repairs to an ESG funded Emergency Shelter that do not qualify as Renovation, Conversion, or Major Rehabilitation are an eligible use of ESG Funds.
- B. For Rapid Rehousing (RR) and Homelessness Prevention (HP) activities, no subpopulation targeting will be permitted except if documentation of all the following is provided to the COUNTY prior to the award of funds for these activities:
 - a. Evidence that there is an unmet need for these activities for the subpopulation proposed for targeting; and,
 - b. Evidence that there is existing funding in the service area for programs that address the needs of the excluded populations for these activities.
- C. Rental assistance payments provided as part of a RR or HP activity under 24 CFR Part 576.106 cannot exceed HUD's Fair Market Rent (FMR) as provided under 24 CFR Part 888, unless a waiver is provided by HUD.

4. TIME OF PERFORMANCE

Services of the SUBRECIPIENT shall start on the 1st day of July, 2024 and end on the 30th day of June, 2026. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the SUBRECIPIENT remains in control of ESG funds or other assets, including program income.

5. DUPLICATION OF BENEFITS

A Duplication of Benefit (DOB) occurs when a program beneficiary receives assistance from multiple funding sources totaling an amount that exceeds the need for a particular funding need. The duplication is the amount of assistance provided in excess of the need. It is the COUNTY'S responsibility to ensure that each ESG activity provides assistance only to the extent that the SUBRECIPIENT'S project's funding need(s) has not been met by another funding source.

Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) prohibits federal agencies from providing assistance to any "person, business concern, or other entity" for any loss for which the entity has already received financial assistance from another source (See: 42 USC § 5155(a)). The Federal Register Notice, published on November 16, 2011 (Docket No. FR-5582-N-01), requires adequate policies and procedures in place to prevent a DOB and provide for the recapture of funds, if necessary.

SUBRECIPIENT shall report on DOB during the expenditure period for ESG funds.

6. PAYMENT

COUNTY agrees to pay SUBRECIPIENT the sum of \$13,110 for rendering of the aforesaid services. Payments to SUBRECIPIENT shall be made on a reimbursement basis. The said sum to be paid is as follows: Upon receipt of billing for services rendered as described above. Billings will be submitted for review and subsequent processing to the Neighborhood Preservation Division for payment approval. Payment requests shall include a quantification of SUBRECIPIENT'S match requirement denoting a minimum 100% match of requested payment. The COUNTY shall not authorize payments unless it determines that the Work has been performed in compliance with the terms of this AGREEMENT.

SUBRECIPIENT certifies that supporting documentation verifying each expenditure is available and shall be retained by the SUBRECIPIENT for three (3) years after the COUNTY closes its HUD grant.

NOTE: Record retention is based on *the COUNTY'S HUD closing date; NOT three (3) years from this AGREEMENT expiration*. The retention requirement can extend beyond three (3) years after this AGREEMENT expires.

The parties hereto agree that SUBRECIPIENT (including SUBRECIPIENT'S agents, servants and employees) is not an agent or employee of the COUNTY, but an independent SUBRECIPIENT solely responsible for SUBRECIPIENT'S acts.

7. REVISIONS

Adjustments to the Scope of Services that do not require an increase or reduction of activity scope, or a change in the type of beneficiaries assisted may be completed as a Contract Revision. Contract Revisions must be approved by the COUNTY prior to implementation. If approved, contract revisions shall automatically be deemed a part of, and incorporated into, this AGREEMENT. Approval shall be provided in writing. Contract Revisions shall include but not be limited to:

- 1) Budget revisions which do not change any eligible activity line item budget by more than twenty-five percent (25%) of the total award and do not change the total award amount.

After the effective date of this AGREEMENT, no changes shall be made to the program budget or eligible activities without prior written approval from the COUNTY. Any changes to

this AGREEMENT must be made in writing and approved by both the COUNTY and the SUBRECIPIENT. The proposed change/s must be consistent with 24 CFR 576.

SUBRECIPIENT agrees to notify the COUNTY in writing of any line item changes to the budget needed for the COUNTY to update the federal Integrated Disbursement and Information System (IDIS).

8. INELIGIBLE COSTS

ESG funds shall not be used for costs associated with activities in violation of any law or for any activities considered ineligible per 24 CFR Part 576. The COUNTY reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with ESG funds made available by this AGREEMENT. If SUBRECIPIENT uses ESG funds for the costs of ineligible activities, SUBRECIPIENT shall be required to reimburse these funds to the COUNTY immediately. Further, SUBRECIPIENT shall be prohibited from applying to the COUNTY for subsequent ESG funds until the COUNTY is fully reimbursed.

An expenditure which is not authorized by this AGREEMENT, or which cannot be adequately documented, shall be disallowed and must be immediately reimbursed to the COUNTY by the SUBRECIPIENT. Expenditures for Work not described in the Scope of Services shall be deemed authorized only if the performance of such Work is approved in writing by the COUNTY prior to the commencement of such Work.

The COUNTY, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures.

9. ADMINISTRATIVE AND INDIRECT COSTS

SUBRECIPIENT may NOT seek reimbursement for administrative or indirect costs.

10. COMPLIANCE WITH FEDERAL AND STATE LAWS AND REGULATIONS

The SUBRECIPIENT agrees to comply with the requirements of 24 CFR Part 576. The SUBRECIPIENT shall comply with the policies and requirements under 2 CFR, Part 200, as applicable, as they relate to the cost principles, audit requirements, acceptance and use of federal funds under this 2 CFR, Part 200. The SUBRECIPIENT also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The SUBRECIPIENT agrees to comply with Equal Opportunity Requirements, including the following:

- A. Title VI of the Civil Rights Act of 1964
- B. Title VII of the Civil Rights Act of 1968 (The Fair Housing Act)
- C. Civil Rights Restoration Act of 1987
- D. Section 109 of Title 1 of the Housing and Community Development Act of 1974 [42 U.S.C. 5309]
- E. The Fair Housing Amendment Act of 1988
- F. The Housing for Older Persons Act of 1995 (HOPA)
- G. The Age Discrimination Act of 1975
- H. Section 504 of the Rehabilitation Act of 1973
- I. The Americans with Disabilities Act of 1990 (ADA)
- J. Executive Order 11063
- K. Executive Order 11259
- L. The Equal Employment Opportunity Act
- M. The Immigration Reform and Control Act (IRCS) of 1986

- N. The Uniform Guidelines on Employee Selection Procedures adopted by the Equal Employment Opportunity Commission in 1978
- O. The Vietnam Era Veteran's Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002)
- P. Executive Order 11256

The SUBRECIPIENT further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

The SUBRECIPIENT agrees to comply with the Violence Against Women Reauthorization Act of 2013 (VAWA) (S.47 – 113th Congress (2013-2014)) (as amended or reauthorized) Title VI – Safe Homes for Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking – Sec. 601-603. SUBRECIPIENT shall ensure domestic violence survivors are not denied assistance as an applicant, or evicted or have assistance terminated as a tenant, because the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, and stalking. SUBRECIPIENT shall implement an “emergency transfer plan”, which allows for domestic violence survivors to move to another safe and available unit if they fear for their life and safety. SUBRECIPIENT agrees to provide “protections against denials, terminations, and evictions that directly result from being a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation or occupancy.” SUBRECIPIENT will implement a ‘low-barrier certification process’ where a domestic violence survivor need only to self-certify in order to document the domestic violence dating violence, sexual assault, or stalking, ensuring third party documentation does not cause a barrier in a survivor expressing their rights and receiving the protections needed to keep themselves safe.

The SUBRECIPIENT agrees to comply with all applicable federal laws, including the Build America, Buy America Act (BABA), and ensure that products used in the project are in accordance with these regulations.

11. SHELTER AND HOUSING STANDARDS

Emergency shelters must meet the minimum safety, sanitation and privacy standards at 24 CFR 576.403 (b), including but not limited to, accessibility standards in accordance with Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8, the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 CFT part 100, Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.) and 28 CFR part 35, where applicable.

If Rapid Rehousing or Homeless prevention assistance is provided, the assisted housing must meet the minimum habitability standards at 24 CFR 576.403 (c).

11. PERFORMANCE MONITORING

The COUNTY will monitor the performance of the SUBRECIPIENT against goals and performance standards required herein, based on the performance measures used by HUD. Substandard performance as determined by the COUNTY will constitute non-compliance with this AGREEMENT. If action to correct such substandard performance is not taken by the SUBRECIPIENT within a reasonable period of time after being notified by the COUNTY, contract suspension or termination procedures will be initiated.

The COUNTY will monitor the implementation of VAWA provisions. The SUBRECIPIENT will submit reports of compliance and any incidents related to VAWA-covered activities.

The COUNTY will monitor the implementation of BABA provisions. The SUBRECIPIENT will submit regular reports to the COUNTY detailing compliance, including the use of domestic products and any waivers obtained. The COUNTY reserves the right to inspect and verify the use of American-made products in the project to ensure compliance with BABA requirements.

If it is determined that the SUBRECIPIENT falsified any certification, application information, financial, or contract report, the SUBRECIPIENT shall be required to immediately reimburse the full amount of the ESG-CV award to the COUNTY, and may be prohibited from any further participation in the ESG program. The COUNTY may also impose any other actions permitted under 24 CFR 576.501 (c).

As requested by the COUNTY, the SUBRECIPIENT shall submit to the COUNTY all ESG monitoring documentation necessary to ensure that the SUBRECIPIENT is in continued compliance with all ESG requirements. Such documentation requirements and the submission deadline(s) shall be provided by the COUNTY when the information is requested from the SUBRECIPIENT.

12. AFFIRMATIVE OUTREACH

SUBRECIPIENT must make known that the use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures the SUBRECIPIENT intends to use to make known the availability of its facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability, who may qualify for those facilities and services, the SUBRECIPIENT must establish additional procedures that ensure those persons are made aware of the facilities, assistance, and services.

SUBRECIPIENT shall take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, the SUBRECIPIENT is also required to take reasonable steps to ensure meaningful access to programs and activities for Limited English Proficiency (LEP) persons.

12. TERMINATION

Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

In the event of non-compliance with VAWA provision, the COUNTY may terminate this agreement and seek appropriate legal remedies.

In the event of non-compliance with BABA provisions, the COUNTY may terminate this agreement and seek appropriate legal remedies.

13. EQUIPMENT

The SUBRECIPIENT may purchase equipment on behalf of the COUNTY by insuring that title to the equipment is vested with the COUNTY. COUNTY approval in writing must be obtained prior to equipment purchase and the SUBRECIPIENT must submit an attachment listing all equipment purchased.

14. INDEMNIFICATION / INSURANCE

SUBRECIPIENT shall indemnify, defend and save harmless the COUNTY, its officers, agents and employees from any and all claims and losses accruing or resulting to any person, firm, or corporation for damage, injury or death arising out of or connected with the SUBRECIPIENT'S performance of this agreement. Without limiting SUBRECIPIENT'S indemnification, SUBRECIPIENT shall maintain in force at all times during the performance of this agreement, a policy or policies of insurance covering all of its operations. The limits of insurance is one million dollars (\$1,000,000) Combined Single Limits per occurrence. These limits include bodily injury, property damage, and general liability coverage which includes contractual liability coverage.

SUBRECIPIENT'S insurance shall be primary and the COUNTY shall be listed as additional insured. A certificate evidencing the maintenance of such insurance coverage shall be filed with Community Development Department and the certificate shall state that the COUNTY, its officers and agents, are additionally insured and the certificate shall state that the coverage shall not be cancelled or modified without giving the COUNTY thirty (30) days written notice. SUBRECIPIENT shall maintain Worker's Compensation Insurance.

In addition, if SUBRECIPIENT'S vehicles are used to transport clients, SUBRECIPIENT shall maintain comprehensive automobile liability, with the following minimum limits:

bodily injury each person	\$ 200,000
bodily injury each occurrence	\$ 500,000
property damage	\$ 100,000
automobile liability umbrella coverage	\$1,000,000

15. AUDIT/RETENTION AND INSPECTION OF RECORDS

The SUBRECIPIENT agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Principles, per 2 CFR 200.49. SUBRECIPIENT agrees that the COUNTY shall have the right to review and copy any records and supporting documentation pertaining to the performance of this AGREEMENT. SUBRECIPIENT agrees to maintain such records for possible audit for three (3) years after the COUNTY closes its HUD grant or any other period specified in 24 CFR Part 576.500 (y). SUBRECIPIENT agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of employees who might reasonably have information related to such records. Further, SUBRECIPIENT agrees to include a similar right of the COUNTY to audit records and interview staff in any subcontract related to the performance of this AGREEMENT.

The audit shall be performed by a qualified State, local or independent auditor. SUBRECIPIENT shall notify the COUNTY of the auditor's name and address immediately after the selection has been made. The contract for audit shall include a clause which permits access by the COUNTY to the independent auditor's working papers/

16. PERFORMANCE REPORTING

The SUBRECIPIENT shall prepare a performance report, in a form prescribed by the COUNTY, at the end of the contract term reporting the number and type of homeless persons benefiting from ESG funding.

17. GENERAL PROVISIONS

The SUBRECIPIENT shall participate in the implementation and ongoing maintenance of the Countywide Homeless Management Information System (HMIS). The SUBRECIPIENT shall maintain at least one (1) HMIS user license, and input client data in a timely manner. The SUBRECIPIENT shall comply with all data standards listed in Exhibit A.

The SUBRECIPIENT shall not assign this agreement without the COUNTY'S prior written consent.

18. COUNTY CONTRACT COORDINATOR

The COUNTY'S Contract Coordinator for this AGREEMENT is the COUNTY'S Health Care Services Agency, Neighborhood Preservation Division. Unless otherwise instructed, any notice, report, or other communication requiring an original SUBRECIPIENT signature for this AGREEMENT shall be mailed to the COUNTY Contract Coordinator.

The Representatives during the term of this Agreement will be:

	GRANTEE	SUBRECIPIENT
ENTITY:	<i>San Joaquin County</i>	City of Manteca
SECTION/UNIT:	<i>Neighborhood Preservation</i>	City Manager's Office
Address:	<i>400 E. Main St., Stockton, CA 95202</i>	1001 W. Center Street, Manteca, CA 95337
CONTRACT COORDINATOR:	<i>Lisette Webb</i>	Vielka Guarascio
PHONE NUMBER:	<i>209-468-3152</i>	(209) 456-8556
EMAIL ADDRESS:	<i>lwebb@sjgov.org</i>	vguarascio@manteca.gov

All requests to update the SUBRECIPIENT information listed within this AGREEMENT shall be emailed to the COUNTY Human Services Agency - Neighborhood Preservation Division general email box at neighborhood@sjgov.org. The SUBRECIPIENT reserves the right to change their representative and/or contact information at any time with notice to the COUNTY.

ATTACHMENT 3

IN WITNESS WHEREOF, THIS SUBRECIPIENT AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

SUBRECIPIENT AUTHORIZED SIGNATURE		TITLE City Manager
PRINTED NAME OF PERSON SIGNING Toni Lundgren	On Behalf of the City of Manteca	DATE SIGNED
COUNTY AGENCY SIGNATURE		TITLE Deputy Director
PRINTED NAME OF PERSON SIGNING Dawn McLeish		DATE SIGNED

Exhibit A - EMERGENCY SOLUTIONS GRANT**Data Completeness**

All projects that are funded by the CoC Program Competition must enter data into the HMIS. In order to report meaningful information from HMIS, data need to be as complete as possible, i.e. they should contain all required information on all people served.

All projects must collect all of the following Universal Data Elements for every individual served by the project and must do so to the following accuracy level.

	CoC target
Name	99% +/- 1%
Social Security Number	90% +/- 10%
Date of Birth	99% +/- 1%
Race	98% +/- 2%
Ethnicity	98% +/- 2%
Gender	99% +/- 1%
Veteran Status	99% +/- 1%
Disabling Condition	98% +/- 2%
Program entry date	100%
Program exit date	100%
Relationship to Head of Household	100%
Housing Move-in date	100%
Living Situation (at entry)	98% +/- 2%
Destination	
Transitional programs	95% +/- 5%
Homeless Prevention	100%
Rapid Re-housing	95% +/- 5%
Permanent supportive housing	95% +/- 5%

Specific Program data elements are required based on your funding source. Complete, current HUD data standards requirements are available at:

<https://www.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf>
and <https://www.hudexchange.info/resources/documents/HMIS-Data-Dictionary.pdf>

Exhibit B - DEFINITIONS

- 1) At risk of homelessness:
 - a) An individual or family who:
 - i) Has an annual income below 30 percent of median family income for the area, as determined by HUD;
 - ii) Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (a) of the “homeless definition; and
 - iii) Meets one of the following conditions:
 - (1) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - (2) Is living in the home of another because of economic hardship;
 - (3) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
 - (4) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low income individuals;
 - (5) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
 - (6) Is exiting a publicly funded institution, or system of care (such as a health-care facility, foster care or other youth facility or correction program or institution; or
 - (7) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the approved consolidated plan;
 - b) A child or youth who does not qualify as “homeless” but qualifies as “homeless” under other federal statutes
 - c) A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless under section 725(2) of the McKinney-Vento Homeless Assistance act, and the parent(s) or guardian(s) of that child or youth is living with them.
- 2) Consolidated Plan: A plan prepared in accordance with 24 CFR part 91. An *approved consolidated* plan means a consolidated plan that has been approved by HUD in accordance with 24 CFR part 91.
- 3) Continuum of Care (CoC): The group composed of representatives of relevant organizations, which generally includes nonprofit homeless providers; victim service providers; faith-based organizations; governments; businesses; advocates; public housing agencies; school districts; social service providers; mental health agencies; hospitals; universities; affordable housing developers; law enforcement; organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons that are organized to plan for and provide, as necessary, a system of outreach, engagement, and assessment; emergency shelter; rapid re-housing; transitional housing; permanent housing; and prevention strategies to address the various needs of homeless persons and persons at risk of homelessness for a specific geographic area.
- 4) Coordinated Entry: The System of program access, needs assessment and prioritization developed by a CoC pursuant to 24 CFR 576.400 (d), and associated HUD requirements and guidance. This term is also known as “Coordinated Entry System,” “Coordinated Assessment” or “Centralized Assessment”.
- 5) Eligible Activities: Those activities upon which ESG funds may be expended as described under 24 CFR 576, Subpart B.
- 6) ESG: Acronym for Emergency Solutions Grant

- 7) Homeless
- a) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
 - ii) (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
 - iii) (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
 - b) (2) An individual or family who will imminently lose their primary nighttime residence, provided that:
 - i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
 - ii) No subsequent residence has been identified; and
 - iii) The individual or family lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain other permanent housing;
 - c) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
 - i) Are defined as homeless under other federal statutes;
 - ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
 - iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
 - iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or
 - d) Any individual or family who:
 - i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
 - ii) Has no other residence; and
 - iii) Lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, to obtain other permanent housing.
- 8) Homeless Management Information System (HMIS): The information system designated by the continuum of Care to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at-risk of homelessness.

ATTACHMENT 3

- 9) Operations: The category of ESG activities that includes shelter maintenance, operation, rent, repairs, security, fuel, equipment, insurance, utilities, food and furnishings.
- 10) Private Nonprofit Organization: An organization defined by 24 CFR 576.2.
- 11) Program Participant: An individual or family who is assisted under the ESG Program
- 12) Program Year: The consolidated program year established under 24 CFR part 91
- 13) Recipient: Any State, territory, metropolitan city, or urban county that is approved by HUD to assume financial responsibility and enters into a grant agreement with HUD to administer assistance under ESG.
- 14) Rapid Re-Housing: The activities set forth in 24 CFR 576.104.
- 15) Subrecipient: A unit of general purpose local government or private nonprofit organization to which a recipient makes available ESG funds.
- 16) Standard Agreement: The contract entered into by the County and Subrecipient (also known as Contractor) setting forth the basic terms and conditions of the ESG award.
- 17) Victim Service Provider: a private nonprofit organization whose primary mission is to provide services to victims of domestic violence, dating violence, sexual assault, or stalking. This term includes rape crisis centers, battered women's shelters, domestic violence transitional housing programs, and other programs.

Exhibit C – ELIGIBLE PROGRAM COMPONENTS

1. Street Outreach
 - a. Essential Services 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 requirement and eligible costs, see 24 CFR 576.101
2. Emergency Shelter
 - a. Renovation of a building to serve as an emergency shelter. Site must serve homeless persons for at least 3 or 10 years, depending on the cost and type of renovation (major rehabilitation, conversion, or other renovation). Note: Property acquisition and new construction are ineligible.
 - b. Essential Services for individuals and families in emergency shelter. Component services generally consist of case management, child care, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment services, and transportation.
 - c. Shelter Operations, including maintenance, rent, security, fuel, equipment, insurance, utilities, and furnishings.
 - d. Relocation assistance for persons displaced by a project assisted with ESG funds.

Specific requirement and eligible costs can be found at 24 CFR 576.102.
3. Homeless Prevention
 - a. Housing relocation and stabilization services and/or short-term and/or medium-term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or another place described in paragraph (1) of the “homeless” definition.
 - b. Component services and assistance generally consist of short-term and medium-term rental assistance, rental arrears, rental application fees, security deposits, advance payment of last month’s rent, utility deposits and payments, moving costs, housing search and placement, housing stability case management, mediation, legal services, and credit repair. For specific requirement and eligible costs, see 24 CFR 576.103, 576.105, and 576.106.
4. Rapid Rehousing
 - a. Housing relocation and stabilization services and/or short-term and/or medium-term rental assistance necessary to help an individual or family living in an emergency shelter or other place described in paragraph (1) of the “homeless” definition move as quickly as possible into permanent housing and achieve housing stability.
 - b. Component services and assistance generally consist of short-term and medium-term rental assistance, rental arrears, rental application fees, security deposits, advance payment of last month’s rent, utility deposits and payments, moving costs, housing search and placement, housing stability case management, mediation, legal services, and credit repair. For specific requirement and eligible costs, see 24 CFR 576.103, 576.105, and 576.106.
5. HMIS
 - a. Funds may be used for certain Homeless Management Information System (HMIS) and comparable database costs, as specified at 24 CFR 576.107