

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Planning and Community Development

BOARD AGENDA # D-1

Urgent Routine

AGENDA DATE May 5, 2009

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Consider Approval of the Amendment to the Consolidated Plan FY 2007-2012 and Annual Action Plan FY 2008-2009, to Include the Expenditure of \$1,023,163.00 in Housing and Urban Development Entitlement Grant Funds Under the Homeless Prevention Rapid Re-Housing Program

STAFF RECOMMENDATIONS:

1. Approve the Amendment to the Consolidated Plan FY 2007-2012 and Annual Action Plan FY 2008-2009.
2. Direct the Chief Executive Officer to sign the Substantial Amendment to the Consolidated Plan 2008 Action Plan for the Homelessness Prevention and Rapid Re-Housing Program (HPRP) (HUD-40119).
3. Direct the Chief Executive Officer to sign the Application for Federal Assistance (SF-424).
4. Direct the Chief Executive Officer to sign the General Consolidated Plan and HPRP Certifications.

FISCAL IMPACT:

The U.S. Housing and Urban Development (HUD) allocation for the Stanislaus County Consortium to implement the new Homeless Prevention and Rapid Re-Housing Program is in the amount of \$1,023,163.00. The Department of Planning and Community Development will administer the program for the County. Administrative costs are estimated to be approximately 5% (or \$51,158) of the total allocation as directed per HUD guidelines. There will be no net cost to the County General Fund as all program delivery and administrative costs will be borne by the funds allocated through HUD.

BOARD ACTION AS FOLLOWS:

No. 2009-305

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, Monteith, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

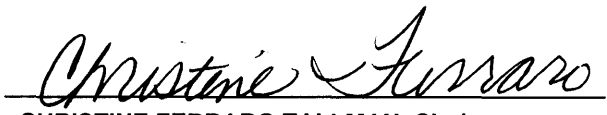
1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

Under Title XII of the American Recovery and Reinvestment Act of 2009 ("Recovery Act") Congress designated \$1.5 billion for the Homelessness Prevention and Rapid Re-Housing Program (HPRP) to provide communities with financial assistance and services to either prevent individuals and families from becoming homeless or help those who are experiencing homelessness to be quickly re-housed and stabilized.

The funding is provided through the Department of Housing and Urban Development's (HUD) Emergency Shelter Grant (ESG) Program formula basis methodology, that includes, but is not limited to criteria related to need / capacity / homeless prevention and rapid rehousing experience and the ability to providing shelter services. Pursuant to HUD's discretion under the Recovery Act, 24 CFR part 91, as modified the County needs to comply with the following requirements to be considered for utilization of HPRP funds:

1. The County must prepare and submit a substantial amendment (Attachment 1) of its Consolidated Plan FY 2007-2012 and Annual Action Plan FY 2008-2009 within 60 days of the March 19, 2009 notice received from HUD;
2. The County must provide a minimum 12-day public comment period.

Stanislaus County's HPRP funds will be utilized to assist individuals and families under a combination of eligible activities as outlined below:

- Short-term rental assistance, medium-term rental assistance, security deposits, utility deposits, utility payments, moving cost assistance, and motel or hotel vouchers.
- Services that assist program participants with housing stability and placement.
- Provide program administration.
- Data collection and evaluation includes costs associated with operating HUD-approved homeless management information systems for purposes of collecting unduplicated counts of homeless persons and analyzing use of funds.

Under the Emergency Grant application process, applicants were scored utilizing criteria that included, their ability to serve the population in the greatest need for HPRP related services, along with the necessary capacity and experience to undertake such activities. This criteria provides the following recommendations for distribution of funds to be utilized throughout the consortia's participating communities, that include, Stanislaus County unincorporated areas, and the Cities of Ceres, Newman, Oakdale, Patterson, and Waterford.

Consider Approval of the Amendment to the Consolidated Plan FY 2007-2012 and Annual Action Plan FY 2008-2009, to Include the Expenditure of \$1,023,163.00 in Housing and Urban Development Entitlement Grant Funds Under the Homeless Prevention Rapid Re-Housing Program
Page 3

Homeless Prevention and Rapid Re-Housing Program

Agency	Need	ESG Capacity	H. R. & S. Services	Administration	Totals	Capacity %
Administration				\$51,158.00	\$51,158.00	
We Care \$	\$85,000.00	\$42,206.00	\$12,165.00		\$139,371.00	10.5%
Inter-Faith	\$85,000.00	\$37,793.00	\$10,549.00		\$133,342.00	9.4%
CHSS	\$85,000.00	\$253,400.00	\$88,886.00		\$427,286.00	63.2%
CCC	\$85,000.00	\$67,803.00	\$21,453.00		\$174,256.00	16.9%
Salvation Army	\$85,000.00		\$12,750.00		\$97,750.00	
Totals	\$425,000.00	\$401,202.00	\$145,803.00	\$51,158.00	\$1,023,163.00	100%

In order to implement this program, the County's CDBG Consolidated Plan for FY 2007-2012 and the Annual Action Plan for FY 2008-2009 must be amended to include this new program. The Substantial Amendment to the Consolidated Plan is provided as Attachment 1.

The preparation of this Consolidated Plan Amendment utilized consultation and coordination among various non-profit agencies, prior to amending the document. Relationships with these resource providers consisted of face-to-face meetings in March of 2009, along with a follow up meeting on Friday, May 1st, 2009 with the Stanislaus County Housing and Support Services Collaborative to solicit further input and provide recommendations for the program.

Prior to approving the final Consolidated Plan FY 2007-2012 Update and modification to the Annual Action Plan FY 2008-2009, the Board of Supervisors must hold a public meeting to solicit public comment. It is NOT required that this item be a "Public Hearing." However, the Board is being requested to close the public comment period opened on April 14th, 2009 for final review and approval of the amended Consolidated Plan FY 2007-2012 and Annual Action Plan FY 2008-2009.

A final Consolidated Plan must be submitted to HUD by May 18, 2009.

STAFFING IMPACT:

The Department of Planning and Community Development will be administering this program for the Consortium and all funds must be spent within 36 months. Administration will require a full-time staff person. The Department anticipates using existing staff to administer this and other ESG programs throughout the next three years. All staff costs will be borne by the various programs and there will be no net cost to the County General Fund.

Consider Approval of the Amendment to the Consolidated Plan FY 2007-2012 and Annual Action Plan FY 2008-2009, to Include the Expenditure of \$1,023,163.00 in Housing and Urban Development Entitlement Grant Funds Under the Homeless Prevention Rapid Re-Housing Program
Page 4

POLICY ISSUES:

This program directly reflects the following priorities of the Board of Supervisors:

1. A safe community
2. A healthy community
3. Effective partnerships
4. Efficient delivery of public services

The programs and projects are consistent with the goals and objectives of the Stanislaus County Consolidated Plan, the Stanislaus County General Plan, specifically the Housing Element, the Stanislaus County Redevelopment Plan and the comparable plans of the cities of Ceres, Newman, Oakdale, Patterson, and Waterford. These programs and projects also serve as the chief means to implement those goals, objectives, and plans.

ATTACHMENT:

1. Substantial Amendment of the Consolidated Plan 2008 Annual Action Plan for Homelessness Prevention and Rapid Re-Housing Program (HPRP) (HUD-40119)
2. FY 2008-2009 Annual Action Plan
3. Application for Federal Assistance SF-424
4. General Consolidated Plan and HPRP certifications.
PowerPoint Presentation

Grant No.: S-09-UY-06-0010

Official Contact Person: Mr. Aaron Farnon

Telephone No.: 209-525-5923

FAX: 209-525-5911

E-mail Address: farnona@stancounty.com

Tax ID No.: 94-6000540

Unit of Government No. (if applicable): 069099

DUNS No.: 073136772

GRANT AGREEMENT

HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM

This Grant Agreement is made by and between the U.S. Department of Housing and Urban Development (HUD) and the **County of Stanislaus**, California (Grantee) for the Homelessness Prevention and Rapid Re-Housing Program (HPRP) in the amount of **\$1,023,163** pursuant to the provisions under the Homelessness Prevention Fund heading of Division A, Title XII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, 123 Stat. 115 (Feb. 17, 2009) (Recovery Act). The requirements set forth in the Notice of Allocations, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-Housing Program Grantees under the American Recovery and Reinvestment Act of 2009, dated on March 19, 2009 and as may be amended (the Notice), the requirements set forth under the Homelessness Prevention Fund heading of Title XII, and sections 1512, 1515, and 1553 of the Recovery Act, and the Grantee's submissions pursuant to the Notice are incorporated as part of this Agreement.

In reliance upon the Grantee's submissions pursuant to the Notice, HUD agrees, upon execution of this Grant Agreement, to provide the Grantee with the agreed HPRP grant funds. The Grantee agrees to distribute and use its HPRP grant funds as specified in the submission to HUD that HUD approved pursuant to the Notice.

The Grantee is responsible for ensuring that each entity that administers all or a portion of the Grantee's HPRP grant funds or receives all or a portion of the Grantee's HPRP grant funds to carry out HPRP activities fully complies with the HPRP requirements.

The period of this Grant Agreement begins on the date the HUD official signs this Grant Agreement (Availability Date) and ends on the date that is three years after the Availability Date.

The Grantee authorizes HUD to increase the amount of HPRP grant funds available to the Grantee pursuant to this Grant Agreement by execution of an amendment by HUD, without the Grantee's execution of the amendment or other consent. If the Grantee fails to expend 60 percent of the grant within 2 years of the Availability Date HUD may, by its execution of an amendment, deobligate the funds required to be expended without the Grantee's execution of the amendment or other consent.

The following parties execute this Grant Agreement on the dates set forth below as follows:

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By: Maria Cremer 8/7/09
Signature and Date

Maria Cremer
Typed or Written Name of Authorized Official

Acting Director, Community Planning and Development
Title

GRANTEE

By: Richard W Robinson 8/18/09
Signature and Date

Richard W Robinson
Typed or Written Name of Authorized Official

CEO
Title



DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

1010 10th Street, Suite 3400, Modesto, CA 95354
Phone: 209.525.6330, Fax: 209.525.5911
BOARD OF SUPERVISORS

2009 OCT 23 A 11: 18

October 21, 2009

Suzi Seibert
Deputy Clerk

The enclosed original "HPRP AGREEMENT" are for your records. I have enclosed one completely signed Agreement for each of the following non-profit agencies:

1. Children's Crisis Center
2. Community Housing and Shelter Services
3. Interfaith Ministries
4. We Care Program

I have enclosed a copy of the Board Resolution #2009-305, approving our recommendations.

Thank you.

Roxanne Hubbs
Staff Services Technician
Planning Department
525-5926
hubbsr@mail.co.stanislaus.ca.us

HPRP AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Homeless Prevention & Rapid Re-housing Program (hereinafter referred to as "County") and the WE CARE PROGRAM (hereinafter referred to as "Organization") on September 30, 2009.

WITNESSETH

WHEREAS, County has received a Homeless Prevention & Rapid Re-housing Grant from the Department of Housing and Urban Development ("HUD") Homelessness Prevention Fund created under Title XII of Division A of the American Recovery and Reinvestment Act of 2009, titled the "Homelessness Prevention and Rapid Re-Housing Program (hereinafter referred to as "HPRP"); and

WHEREAS, pursuant to such grant, County is undertaking certain programs and services necessary for the planning, implementation or execution of HPRP; and

WHEREAS, County desires to engage Organization to render certain services, programs, or assistance in connection with such undertakings of HPRP;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICE.

1.1 **General Scope.** Organization shall provide services to rapidly re-house or to prevent homelessness for program participants, defined as individuals or families receiving HPRP assistance, likely to maintain permanent housing at the end of their assistance period, in accordance with the provisions of HPRP and Exhibit A "Grant Scope" provided by Organization and approved by County, attached hereto and incorporated herein by reference.

1.2 **Term.** The services of Organization are to commence on October 1, 2009, and end on September 30, 2011, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

2. COMPENSATION.

2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$139,371, with a cap on salary related expenses of \$20,905.65, for full performance of the services specified under this Agreement that are in conformity with the approved Grant Scope and "Budget" which is attached to this Agreement as Exhibit B and incorporated herein by reference.

2.2 **Quarterly Draws.** All requests for grant fund draws (with the exception of financial assistance draws as described within Section 2.3 below) shall be drawn on a quarterly basis as follows: (1) Organization may request a first draw of such funds after December 15, 2009; (2) A

second draw after March 15, 2010; (3) A third draw after June 15, 2010; (4) A fourth draw after September 15, 2010; (5) A fifth draw after December 15, 2010; (6) A sixth draw after March 15, 2011, (7) A seventh draw after June 15, 2011; (8) An eight and final draw after September 15, 2011; provided, however, that all draws must be requested before September 30, 2011.

2.3 Financial Assistance Draws. Grant fund draws associated with financial assistance, as defined within HPRP, may be dispersed upon request provided: (1) The request exceeds the amount of \$250.00; (2) The following verification has been obtained by Organization: (a) Verification that the program participant has been income qualified; (b) Verification that the program participant has a lease or rental agreement in their name; (c) Verification that the unit meets the standards set forth within Section 5 of this contract; (d) Verification that the financial assistance amount to be paid is actually owed; (e) Any other verification determined to be necessary by County. (3) All financial assistance draws dispersed to Organization shall be dispersed directly to the third party representing the entity to which the payment is owed. Where third party is defined as the entity to which money is due, such as the utility company or landlord. (4) All requests for financial assistance draws will be reviewed and paid out, provided all the required verification has been obtained, within a maximum of 7 working days. (a) Complete financial assistance requests for payment received prior to 12 noon on Tuesday will be paid out the following Friday. (b) Complete financial assistance requests for payment received after 12 noon on Tuesday will be paid out the following Tuesday. (5) All rental assistance dedicated to homeless prevention shall be reduced monthly by the amount of 10%.

2.4 Certification of Expenses. In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement.

2.5 Authorized Personnel. Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requisitions for draws pursuant to this Agreement.

3. USE OF FUNDS.

3.1 General Use of Funds. Use of funds received pursuant to this Agreement shall be utilized for eligible activities as described within the HPRP notice and Title XII of Division A of the American Recovery and Reinvestment Act of 2009 ("Recovery Act") and other regulations governing the HUD funded Programs, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. A copy of said regulations is incorporated by reference.

3.2 In-eligible Uses of Funds. The following uses are not eligible for HPRP funds: (1) Funds issued directly to program participants. All HPRP financial assistance funds shall be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants; (2) Motel and hotel vouchers

may not be provided for program participants for more than 30 days and may only be provided if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by the program participants; (3) HPRP funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing.

3.3 Limit on Length of Assistance. Program participants may receive assistance for a cumulative period no longer than ten (10) months. An extension may be granted for special circumstances recognized by the County in writing, for a period no longer than eighteen (18) months.

3.4 Program Income. Program income derived from the project, if any, shall be re-distributed to the Organization's HPRP fund or to County for redistribution in HPRP. (1) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits may, upon termination of the service or exit of unit, be returned to the program participant.

4. PROGRAM PARTICIPANT ELIGIBILITY.

4.1 General Eligibility. Eligibility of program participants shall be evaluated prior to HPRP program entry with an initial consultation conducted by Organization to determine if they meet the following criteria: (1) Household, which is defined as all persons that will be living in the home to be subsidized with HPRP funds, must be at or below 50 percent of Area Median Income (AMI); (2) The household must be homeless, as defined by section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302); OR (3) at risk of losing its housing by meeting both of the following circumstances: (a) Household has no appropriate subsequent housing options identified; (b) the household lacks the financial resources and support networks needed to obtain immediate housing or remain in its existing housing.

4.2 Income Standards. Organization agrees to use the standards, in effect at the time of assistance, pursuant to the Housing Choice Voucher Program Guide Book (Chapter 5 – Eligibility and Denial of Assistance) to determine income eligibility and the verification requirements for entry into HPRP.

4.3 Re-certifying Eligibility. Organization agrees to evaluate and certify the eligibility of program participants at least once every 3 months during program enrollment.

5. RESTRICTIONS RELATED TO RENTAL UNITS.

5.1 Lead Poisoning Prevention Act. Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R shall apply to housing occupied by families receiving assistance through HPRP.

5.2 **Habitability Standards.** HPRP funds utilized to provide Financial Assistance for a housing unit into which a program participant will be moving shall be inspected, by the County, according to the habitability standards required by Appendix C of the HPRP notice. (1) Organization shall notify the County when such an inspection is required. (2) Organization shall give County 48 hours notice of said inspection need. (3) Organization shall be charged a fee for said inspection at an hourly rate of \$58.23, subject to change upon written notification from the County. (a) Inspection fee will be automatically drawn from Organization's dedicated Rental Assistance grant fund. (b) An inspection sheet, indicating whether the unit passed or failed, will be provided to Organization within 24 hours of the inspection completion. (4) Units requiring an inspection shall be inspected on an annual basis for the duration of time the unit is receiving HPRP assistance, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (5) If a unit has a change of tenancy and the new tenant is to receive HPRP Financial Assistance for the unit, Organization shall have the unit re-inspected, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (6) Organization shall keep a record of inspections for units receiving HPRP funding.

5.3 **Lease Agreement.** Organization agrees to verify a lease agreement exists in the program participant's name prior to any disbursement of HPRP funds to the appropriate third party.

6. **DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.**

6.1 **Quarterly Reports.** Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of HPRP, including an estimate of the number of jobs created and/or retained by HPRP funds as well as any other information that is requested.

6.2 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of HPRP during or after the completion of the program.

6.3 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).

6.4 **Federal Reporting.** Organization shall register with FederalReporting.gov and obtain a valid Federal Reporting PIN required for submitting quarterly and annual reports.

6.5 **HMIS.** Organization shall participate in a local Homeless Management Information System ("HMIS") and to collect and report program participant-level information. (1) Domestic Violence providers may report on a HMIS comparable database to meet the standards set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule.

6.6 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to

report the number of jobs created with HPRP funds in the quarterly report to be provided to County.

6.7 **General Records.** Organization will keep and maintain all project records, books, papers and documents for a period of not less than four years after the project terminates and grants County the option of retention of the project records, books, papers and documents. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

6.8 **Privacy Procedures.** The Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.

6.9 **Audit Provision.** Organization agrees to provide to County at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of HPRP Grant Funds for Fiscal Year 2009/2010 to be delivered to County by September 30, 2010 and for Fiscal Year 2010-2011 to be delivered to County by September 30, 2011.

7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

7.1 **General Indemnification.** Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

8. NON-DISCRIMINATION & EQUAL OPPORTUNITY

8.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex: (1) Organization agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. (2) Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (3) Organization will, in all solicitations or advertisements for employees placed by or on behalf of Organization, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law. (4) If the procedures that the grantee intends to use to make known the availability of the rental assistance and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such rental assistance and services, the grantee must establish additional procedures that will ensure that such persons are made aware of the rental assistance and services.

8.2 Equal Participation of Religious Organizations. Under HPRP, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct HPRP funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide HPRP-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a HPRP-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the HPRP program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

9. **CONFLICTS OF INTEREST.**

9.1 **Hatch Act Incorporated.** Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).

9.2 **Conflict of Interest.** Organization shall comply with 24 CFR 84.42. With respect to all other decisions involving the use of HPRP funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

9.3 **Lobbying and Disclosure Requirements.** The disclosure requirements and prohibitions of section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990 (31 U.S.C. 1352) (the Byrd Amendment), and implementing regulations at 24 CFR part 87, apply to HPRP. Organization must disclose, using Standard Form LLL (SF-LLL), "Disclosure of Lobbying Activities," any funds, other than federally appropriated funds, that will be or have been used to influence federal employees, members of Congress, or congressional staff regarding specific grants or contracts.

10. **DRUG-FREE WORK PLACE.**

10.1 **Drug-free Workplace.** Organization will maintain a drug free work place and will comply The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to HPRP.

11. **TERMINATION OF SERVICES & REVERSION OF ASSETS.**

11.1 **Termination of Program Participant Services.** Organization may terminate assistance to a program participant who violates program requirements. Assistance to a program participant(s) whose assistance was previously terminated may be re-instated if said participant's eligibility is re-determined. In terminating assistance to a program participant, Organization must: (1) Issue a warning letter that further failure to comply with such requirements will result in termination of the program; (2) Provide a formal process that recognizes the rights of individuals receiving assistance to due process of law with a written notice that includes: (a) A clear statement of the reasons for termination; (b) A review of the decision, in which the program participant is given the opportunity to present written or oral

objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; (c) Prompt written notice of the final decision to the program participant.

11.2 Termination of Contract and Reversion of Assets. It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any HPRP funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of HPRP funds.

11.3 Insolvency. If the Organization becomes insolvent, all unused HPRP funds shall be returned to the County for disposition.

12. GENERAL TERMS AND CONDITIONS.

12.1 Assignment. Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.

12.2 Amendment. No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

12.3 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

12.4 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed

against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

12.5 **Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Organization or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Department of Planning and Community Development
Attention: Kirk Ford, Director, HPRP Program
1010 Tenth Street, Suite 3400
Modesto, CA 95354

To Organization: We Care Program
Attention: Bill Sturtevant, Executive Director
P.O. Box 1291
Turlock, CA 95381

12.6 **Governing Law and Venue.** This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

12.7 **Authorization.** The Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.


IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

By: 
Kirk Ford, Director
Planning and Community Development

"County"

WE CARE OF TURLOCK

By: 
Bill Sturtevant
Executive Director

"Organization"



HPRP PROPOSED BUDGET FY 2009-2011

EXHIBIT B

Organization: WeCare Project Activity: HPRP

Project Activity # _____ Date: _____

BUDGET AND PROGRAM OBJECTIVE NOTES:

Program goal is to stably house 13 individuals by the end of the program (Sept. 30, 2011). This goal was based off of an average rental price of \$695 for a one bedroom unit multiplied by an average term of rental assistance of 10 months which is an average of \$6,950 per individual. The total combined amount of proposed rental assistance and rental arrears was then divided by this number.

SALARY

Staff (up to 12-15% of total allocation)	\$ <u>20,905</u>	\$ <u>20,905</u>
Fringe (up to 1.5% of total allocation)	\$ _____	\$ _____
Travel/Mileage(up to 1.5% of allocation)	\$ _____	\$ _____
Subtotal	\$ <u>20,905</u>	\$ <u>20,905</u>

HOMELESS PREVENTION & RAPID RE-HOUSING

Tenant Counseling Classes	\$ <u>500</u>	\$ <u>500</u>
Outreach Supplies	\$ <u>500</u>	\$ <u>500</u>
Rental Arrears	\$ <u>3,000</u>	\$ <u>3,000</u>
Utility Arrears	\$ <u>2,500</u>	\$ <u>2,500</u>
Rental Assistance	\$ <u>90,350</u>	\$ <u>90,350</u>
Utility Assistance	\$ <u>18,616</u>	\$ <u>18,616</u>
Moving Assistance	\$ <u>1,500</u>	\$ <u>1,500</u>
Motel/Hotel Vouchers	\$ _____	\$ _____
Legal Fees	\$ <u>1,500</u>	\$ <u>1,500</u>
Subtotal	\$ <u>118,466</u>	\$ <u>118,466</u>
TOTAL	\$ <u>139,371</u>	\$ <u>139,371</u>

Signature of Project Director or Authorized Person is **required**

TO BE COMPLETED BY CDBG MONITORING STAFF
CDBG Staff Recommendation: Approve or Deny (Circle one)

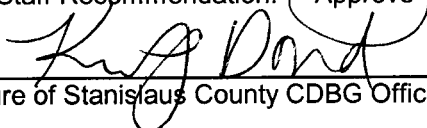

Signature of Stanislaus County CDBG Official

EXHIBIT A

We Care HPRP Program Objective

The We Care Program's objective is to provide comprehensive case management to all housing program participants. Conduct intake interviews with prospective participants; develop housing contracts; meet with program participants to monitor progress in securing housing, employment, job training, and entitlements; assist participants with social service needs, referring them to and collaborating with other organizations as appropriate; advocate with agencies for participants as needed. The We Care Program will provide services to a minimum of seven participants, anticipating an outcome of sustainable permanent housing.

HPRP AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Homeless Prevention & Rapid Re-housing Program (hereinafter referred to as "County") and the COMMUNITY HOUSING AND SHELTER SERVICES (hereinafter referred to as "Organization") on September 30, 2009.

WITNESSETH

WHEREAS, County has received a Homeless Prevention & Rapid Re-housing Grant from the Department of Housing and Urban Development ("HUD") Homelessness Prevention Fund created under Title XII of Division A of the American Recovery and Reinvestment Act of 2009, titled the "Homelessness Prevention and Rapid Re-Housing Program (hereinafter referred to as "HPRP"); and

WHEREAS, pursuant to such grant, County is undertaking certain programs and services necessary for the planning, implementation or execution of HPRP; and

WHEREAS, County desires to engage Organization to render certain services, programs, or assistance in connection with such undertakings of HPRP;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICE.

1.1 **General Scope.** Organization shall provide services to rapidly re-house or to prevent homelessness for program participants, defined as individuals or families receiving HPRP assistance, likely to maintain permanent housing at the end of their assistance period, in accordance with the provisions of HPRP and Exhibit A "Grant Scope" provided by Organization and approved by County, attached hereto and incorporated herein by reference.

1.2 **Term.** The services of Organization are to commence on October 1, 2009, and end on September 30, 2011, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

2. COMPENSATION.

2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$427,286, with a cap on salary related expenses of \$64,092.90, for full performance of the services specified under this Agreement that are in conformity with the approved Grant Scope and "Budget" which is attached to this Agreement as Exhibit B and incorporated herein by reference.

2.2 **Quarterly Draws.** All requests for grant fund draws (with the exception of financial assistance draws as described within Section 2.3 below) shall be drawn on a quarterly basis as follows: (1) Organization may request a first draw of such funds after December 15, 2009; (2) A

second draw after March 15, 2010; (3) A third draw after June 15, 2010; (4) A fourth draw after September 15, 2010; (5) A fifth draw after December 15, 2010; (6) A sixth draw after March 15, 2011, (7) A seventh draw after June 15, 2011; (8) An eight and final draw after September 15, 2011; provided, however, that all draws must be requested before September 30, 2011.

2.3 Financial Assistance Draws. Grant fund draws associated with financial assistance, as defined within HPRP, may be dispersed upon request provided: (1) The request exceeds the amount of \$250.00; (2) The following verification has been obtained by Organization: (a) Verification that the program participant has been income qualified; (b) Verification that the program participant has a lease or rental agreement in their name; (c) Verification that the unit meets the standards set forth within Section 5 of this contract; (d) Verification that the financial assistance amount to be paid is actually owed; (e) Any other verification determined to be necessary by County. (3) All financial assistance draws dispersed to Organization shall be dispersed directly to the third party representing the entity to which the payment is owed. Where third party is defined as the entity to which money is due, such as the utility company or landlord. (4) All requests for financial assistance draws will be reviewed and paid out, provided all the required verification has been obtained, within a maximum of 7 working days. (a) Complete financial assistance requests for payment received prior to 12 noon on Tuesday will be paid out the following Friday. (b) Complete financial assistance requests for payment received after 12 noon on Tuesday will be paid out the following Tuesday. (5) All rental assistance dedicated to homeless prevention shall be reduced monthly by the amount of 10%.

2.4 Certification of Expenses. In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement.

2.5 Authorized Personnel. Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requisitions for draws pursuant to this Agreement.

3. USE OF FUNDS.

3.1 General Use of Funds. Use of funds received pursuant to this Agreement shall be utilized for eligible activities as described within the HPRP notice and Title XII of Division A of the American Recovery and Reinvestment Act of 2009 ("Recovery Act") and other regulations governing the HUD funded Programs, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. A copy of said regulations is incorporated by reference.

3.2 In-eligible Uses of Funds. The following uses are not eligible for HPRP funds: (1) Funds issued directly to program participants. All HPRP financial assistance funds shall be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants; (2) Motel and hotel vouchers

may not be provided for program participants for more than 30 days and may only be provided if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by the program participants; (3) HPRP funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing.

3.3 Limit on Length of Assistance. Program participants may receive assistance for a cumulative period no longer than ten (10) months. An extension may be granted for special circumstances recognized by the County in writing, for a period no longer than eighteen (18) months.

3.4 Program Income. Program income derived from the project, if any, shall be re-distributed to the Organization's HPRP fund or to County for redistribution in HPRP. (1) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits may, upon termination of the service or exit of unit, be returned to the program participant.

4. PROGRAM PARTICIPANT ELIGIBILITY.

4.1 General Eligibility. Eligibility of program participants shall be evaluated prior to HPRP program entry with an initial consultation conducted by Organization to determine if they meet the following criteria: (1) Household, which is defined as all persons that will be living in the home to be subsidized with HPRP funds, must be at or below 50 percent of Area Median Income (AMI); (2) The household must be homeless, as defined by section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302); OR (3) at risk of losing its housing by meeting both of the following circumstances: (a) Household has no appropriate subsequent housing options identified; (b) the household lacks the financial resources and support networks needed to obtain immediate housing or remain in its existing housing.

4.2 Income Standards. Organization agrees to use the standards, in effect at the time of assistance, pursuant to the Housing Choice Voucher Program Guide Book (Chapter 5 – Eligibility and Denial of Assistance) to determine income eligibility and the verification requirements for entry into HPRP.

4.3 Re-certifying Eligibility. Organization agrees to evaluate and certify the eligibility of program participants at least once every 3 months during program enrollment.

5. RESTRICTIONS RELATED TO RENTAL UNITS.

5.1 Lead Poisoning Prevention Act. Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R shall apply to housing occupied by families receiving assistance through HPRP.

5.2 Habitability Standards. HPRP funds utilized to provide Financial Assistance for a housing unit into which a program participant will be moving shall be inspected, by the County, according to the habitability standards required by Appendix C of the HPRP notice. (1) Organization shall notify the County when such an inspection is required. (2) Organization shall give County 48 hours notice of said inspection need. (3) Organization shall be charged a fee for said inspection at an hourly rate of \$58.23, subject to change upon written notification from the County. (a) Inspection fee will be automatically drawn from Organization's dedicated Rental Assistance grant fund. (b) An inspection sheet, indicating whether the unit passed or failed, will be provided to Organization within 24 hours of the inspection completion. (4) Units requiring an inspection shall be inspected on an annual basis for the duration of time the unit is receiving HPRP assistance, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (5) If a unit has a change of tenancy and the new tenant is to receive HPRP Financial Assistance for the unit, Organization shall have the unit re-inspected, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (6) Organization shall keep a record of inspections for units receiving HPRP funding.

5.3 Lease Agreement. Organization agrees to verify a lease agreement exists in the program participant's name prior to any disbursement of HPRP funds to the appropriate third party.

6. DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.

6.1 Quarterly Reports. Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of HPRP, including an estimate of the number of jobs created and/or retained by HPRP funds as well as any other information that is requested.

6.2 HUD Sponsored Research. Upon request, Organization shall participate in HUD-sponsored research and evaluation of HPRP during or after the completion of the program.

6.3 DUNS Number Requirement. Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).

6.4 Federal Reporting. Organization shall register with FederalReporting.gov and obtain a valid Federal Reporting PIN required for submitting quarterly and annual reports.

6.5 HMIS. Organization shall participate in a local Homeless Management Information System ("HMIS") and to collect and report program participant-level information. (1) Domestic Violence providers may report on a HMIS comparable database to meet the standards set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule.

6.6 Data Required. Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to

report the number of jobs created with HPRP funds in the quarterly report to be provided to County.

6.7 General Records. Organization will keep and maintain all project records, books, papers and documents for a period of not less than four years after the project terminates and grants County the option of retention of the project records, books, papers and documents. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

6.8 Privacy Procedures. The Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.

6.9 Audit Provision. Organization agrees to provide to County at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of HPRP Grant Funds for Fiscal Year 2009/2010 to be delivered to County by September 30, 2010 and for Fiscal Year 2010-2011 to be delivered to County by September 30, 2011.

7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

7.1 General Indemnification. Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

7.2 Liability and Fees. County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

8. NON-DISCRIMINATION & EQUAL OPPORTUNITY

8.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex: (1) Organization agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. (2) Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (3) Organization will, in all solicitations or advertisements for employees placed by or on behalf of Organization, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law. (4) If the procedures that the grantee intends to use to make known the availability of the rental assistance and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such rental assistance and services, the grantee must establish additional procedures that will ensure that such persons are made aware of the rental assistance and services.

8.2 Equal Participation of Religious Organizations. Under HPRP, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct HPRP funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide HPRP-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a HPRP-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the HPRP program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

9. CONFLICTS OF INTEREST.

9.1 **Hatch Act Incorporated.** Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).

9.2 **Conflict of Interest.** Organization shall comply with 24 CFR 84.42. With respect to all other decisions involving the use of HPRP funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

9.3 **Lobbying and Disclosure Requirements.** The disclosure requirements and prohibitions of section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990 (31 U.S.C. 1352) (the Byrd Amendment), and implementing regulations at 24 CFR part 87, apply to HPRP. Organization must disclose, using Standard Form LLL (SF-LLL), "Disclosure of Lobbying Activities," any funds, other than federally appropriated funds, that will be or have been used to influence federal employees, members of Congress, or congressional staff regarding specific grants or contracts.

10. DRUG-FREE WORK PLACE.

10.1 **Drug-free Workplace.** Organization will maintain a drug free work place and will comply The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to HPRP.

11. TERMINATION OF SERVICES & REVERSION OF ASSETS.

11.1 **Termination of Program Participant Services.** Organization may terminate assistance to a program participant who violates program requirements. Assistance to a program participant(s) whose assistance was previously terminated may be re-instated if said participant's eligibility is re-determined. In terminating assistance to a program participant, Organization must: (1) Issue a warning letter that further failure to comply with such requirements will result in termination of the program; (2) Provide a formal process that recognizes the rights of individuals receiving assistance to due process of law with a written notice that includes: (a) A clear statement of the reasons for termination; (b) A review of the decision, in which the program participant is given the opportunity to present written or oral

objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; (c) Prompt written notice of the final decision to the program participant.

11.2 Termination of Contract and Reversion of Assets. It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any HPRP funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of HPRP funds.

11.3 Insolvency. If the Organization becomes insolvent, all unused HPRP funds shall be returned to the County for disposition.

12. GENERAL TERMS AND CONDITIONS.

12.1 Assignment. Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.

12.2 Amendment. No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

12.3 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

12.4 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed

against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

12.5 **Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Organization or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Department of Planning and Community Development
Attention: Kirk Ford, Director, HPRP Program
1010 Tenth Street, Suite 3400
Modesto, CA 95354

To Organization: Community Housing and Shelter Services
Attention: Karen Cosner, Executive Director
P.O. Box 881
Modesto, CA 95353

12.6 **Governing Law and Venue.** This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

12.7 **Authorization.** The Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.


IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

By: 
Kirk Ford, Director
Planning and Community Development

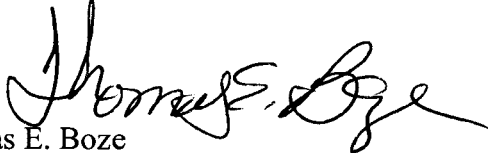
"County"

COMMUNITY HOUSING AND SHELTER SERVICES

By: 
Karen Cosner
Executive Director

"Organization"

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Thomas E. Boze". The signature is written in a cursive style with a large initial 'T' and 'B'.

Thomas E. Boze
Deputy County Counsel

EXHIBIT A

Community Housing and Shelter Services HPRP Project Description

The mission of CHSS is to provide housing and related services to keep families together. In order to achieve this goal CHSS offers the following services:

1. Rental Assistance Counseling and Advocacy: This program is offered to those families seeking affordable, decent, safe and sanitary places to rent. Clients usually receive one to two hours of housing counseling. At the screening interview, the housing counselor explains the agency's role in helping the client locate affordable, safe housing. The client signs a form acknowledging that the agency does not endorse any specific housing program or complex and does not have a financial interest in any rental project or complex the client may be referred to. The counselor then collects data such as family demographics, verifies income, and discusses housing needs and issues, if any. The counselor will first ascertain whether the family is in a crisis situation (eviction, homelessness, or unsafe housing situation). Those in need of immediate placement and who qualify will be given a motel voucher. Clients not in crisis will be evaluated to determine what program the client is eligible for. This evaluation will include a budget analysis, review of credit issues, and a discussion of the client's needs. The counselor will outline all options available to the client. The counselor will also be able to tell a client when a housing need is unobtainable. Clients that need legal advice as a result of landlord disputes or discrimination complaints will be referred to Project Sentinel, a fair housing agency. All clients sign and receive a copy of the Counseling Plan outlining the steps they will need to take to resolve their housing problem.

During the initial session, the client is provided a copy of "Your Rights and Responsibilities as a Tenant", and a "Guide to Landlords" which has been specifically developed for the client. The guide provides information on the individual property owner's flexibility in their rental criteria, i.e.: those who are willing to rent housing to the homeless, persons with low-income, Section 8 Program recipients and persons with poor credit and /or poor rental histories, and other helpful information. Advocacy with property owners, on behalf of the client, such as negotiation for rents and deposit reductions are performed by the housing counselor/case manager.

In our Housing Search Workshops, we include helpful information on the rental interviewing process, information on moving in, including the provision of a move-in check-list, and application assistance. Attendance to the Budgeting and Money Management Workshops is also required.

At approximately 30, 60 and 90 day intervals, after the initial counseling session, the counselor will contact the client for follow-up services by telephone call or letter. When contact is made, the counselor will notate the progress of the client, provide further guidance and/or additional referrals to services as needed. The counselor will schedule a follow-up appointment, refer the client to home-based services, or close the file accordingly. If no contact is made, after several attempts, the information is documented and the file is closed.

2. Permanent Rental Housing & Placement: Clients who are eligible may receive security deposit assistance and/or rental assistance to help the family move into permanent rental housing. The Rental Assistance Specialist meets with the client and processes the paperwork necessary to help the family with rental assistance. These services may be offered for persons with a three-day notice, a financial

emergency, a homeless family in need of a deposit that will help them obtain permanent housing or to help with mortgage payment to avoid foreclosure or late payment.

At approximately 6 month and 1 year intervals, after the initial counseling session, the counselor will contact the client for follow-up services by telephone call or letter. When contact is made, the counselor will notate the success of the client, provide further guidance and/or additional referrals to services as needed. If no contact is made, after several attempts, the information is documented and the file is closed.

3. Rental Housing Stability: In an effort to reduce homeless recidivism, persons who have been placed in permanent housing are offered the opportunity to participate in our Home-based Case Management program. In this program, the case manager works with the family for up to one year. The objectives of this partnership are to regularly access each case, continue to remove barriers and develop goals that enable the family/ individual to move forward. Through monthly home visits by the case manager, the family is supported and empowered to increase their knowledge and accessibility of community resources and services. This may include a discussion to improve various life skills, continued education, job training, obtaining a driver's license, attending community support groups, etc. During the monthly home visit the case manager reviews the family's current situation and previously discussed goals to ensure that they are still relevant, reasonable and attainable for the family.

Home Counselor On-line (HCO) as well as HMIS, are the on-line data bases which are used to track outcomes and collect data for all of our programs. HCO allows us to see patterns and changes in the population we serve, the need we are filling, and tracking for reporting purposes. In addition, it enables us to track successful outcomes of existing programs while flexibly changing services to meet the needs of our customers.

HPRP Funding

The principles of the Homeless Prevention program are to: rapidly assess and triage the household's crisis situation, focus on personal safety as the first priority, de-escalation of the person's emotional reaction, assess definite action steps, assist the person with actions they are unable to undertake as it relates to their housing and return the person to control over their own problem-solving; to help them regain a sense of control and feeling of empowerment to overcome obstacles; to provide the minimum assistance necessary for the shortest time possible and maximize community resources.

The principles of Rapid Re-Housing program are to assist a homeless households in obtaining housing and retaining it. The assistance is temporary.

The program goals are to provide families with children, veterans and the elderly with:

- Rental Assistance: 30 families with 1 mo. rental assistance
25 families with 3 mo. rental assistance
26 families with 6 mo. rental assistance
3 families with 10 mo. rental assistance
- Rental Arrears: 20 families with av. 3 mo. rental arrears
- Utility Arrears: 26 families with av. 3 mo. utility arrears
- Utility Assistance: 40 families with av. 3 mo utility assistance

- Motel Vouchers: 20 families with motel vouchers

We will collaborate with the agencies represented in the Stanislaus Housing Consortium, the other agencies receiving HPRP funding, agencies who belong to the United Way, the Area on Aging, and any other agencies in cities within the County who work with families who are unrepresented by the above named agencies

We estimate that we will serve at least 60% of our clients in Homeless Prevention and 40% in Rapid Re-housing.



HPRP PROPOSED BUDGET FY 2009-2011

EXHIBIT B

Organization: CHSS Project Activity: HPRP

Project Activity # 271-275 Date: Sept. 30, 2009

Program goal is to stably house 41 households by the end of the program (Sept. 30, 2011) which is equivalent to 143 individuals at an average of 3.5 persons per household. This goal was based off of an average rental price of \$1175 for a three bedroom unit multiplied by an average term of rental assistance of 6 months which is an average of \$7050 per household. The total combined amount of proposed rental assistance and rental arrears was then divided by this number.

SALARY

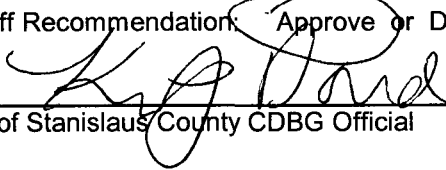
Staff (up to 12-15% of total allocation)	\$ <u>64,093</u>	\$ <u>51,275</u>
Fringe (up to 1.5% of total allocation)	\$ <u>6,409</u>	\$ <u>6,409</u>
Travel/Mileage (up to 1.5% of allocation)	\$ <u>6,409</u>	\$ <u>6,409</u>
Subtotal	\$ <u>76,911</u>	\$ <u>64,093</u>

HOMELESS PREVENTION & RAPID RE-HOUSING

Tenant Counseling Classess	\$ _____	\$ _____
Outreach Supplies	\$ <u>5,000</u>	\$ <u>5,000</u>
Rental Arrears	\$ <u>48,000</u>	\$ <u>48,000</u>
Utility Arrears	\$ <u>15,792</u>	\$ <u>15,792</u>
Rental Assistance	\$ <u>233,583</u>	\$ <u>246,401</u>
Utility Assistance	\$ <u>18,000</u>	\$ <u>18,000</u>
Moving Assistance	\$ _____	\$ _____
Motel/Hotel Vouchers	\$ <u>30,000</u>	\$ <u>30,000</u>
Legal Fees	\$ _____	\$ _____
Subtotal	\$ <u>350,375</u>	\$ <u>363,193</u>
TOTAL	\$ <u>427,286</u>	\$ <u>427,286</u>

Signature of Project Director or Authorized Person is required

TO BE COMPLETED BY CDBG MONITORING STAFF
CDBG Staff Recommendation: Approve or Deny (Circle one)


Signature of Stanislaus County CDBG Official

HPRP AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Homeless Prevention & Rapid Re-housing Program (hereinafter referred to as "County") and the CHILDREN'S CRISIS CENTER OF STANISLAUS COUNTY (hereinafter referred to as "Organization") on September 30, 2009.

WITNESSETH

WHEREAS, County has received a Homeless Prevention & Rapid Re-housing Grant from the Department of Housing and Urban Development ("HUD") Homelessness Prevention Fund created under Title XII of Division A of the American Recovery and Reinvestment Act of 2009, titled the "Homelessness Prevention and Rapid Re-Housing Program (hereinafter referred to as "HPRP"); and

WHEREAS, pursuant to such grant, County is undertaking certain programs and services necessary for the planning, implementation or execution of HPRP; and

WHEREAS, County desires to engage Organization to render certain services, programs, or assistance in connection with such undertakings of HPRP;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICE.

1.1 **General Scope.** Organization shall provide services to rapidly re-house or to prevent homelessness for program participants, defined as individuals or families receiving HPRP assistance, likely to maintain permanent housing at the end of their assistance period, in accordance with the provisions of HPRP and Exhibit A "Grant Scope" provided by Organization and approved by County, attached hereto and incorporated herein by reference.

1.2 **Term.** The services of Organization are to commence on October 1, 2009, and end on September 30, 2011, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

2. COMPENSATION.

2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$174,256.00, with a cap on salary related expenses of \$26,138, for full performance of the services specified under this Agreement that are in conformity with the approved Grant Scope and "Budget" which is attached to this Agreement as Exhibit B and incorporated herein by reference.

2.2 **Quarterly Draws.** All requests for grant fund draws (with the exception of financial assistance draws as described within Section 2.3 below) shall be drawn on a quarterly basis as

follows: (1) Organization may request a first draw of such funds after December 15, 2009; (2) A second draw after March 15, 2010; (3) A third draw after June 15, 2010; (4) A fourth draw after September 15, 2010; (5) A fifth draw after December 15, 2010; (6) A sixth draw after March 15, 2011, (7) A seventh draw after June 15, 2011; (8) An eight and final draw after September 15, 2011; provided, however, that all draws must be requested before September 30, 2011.

2.3 Financial Assistance Draws. Grant fund draws associated with financial assistance, as defined within HPRP, may be dispersed upon request provided: (1) The request exceeds the amount of \$250.00; (2) The following verification has been obtained by Organization: (a) Verification that the program participant has been income qualified; (b) Verification that the program participant has a lease or rental agreement in their name; (c) Verification that the unit meets the standards set forth within Section 5 of this contract; (d) Verification that the financial assistance amount to be paid is actually owed; (e) Any other verification determined to be necessary by County. (3) All financial assistance draws dispersed to Organization shall be dispersed directly to the third party representing the entity to which the payment is owed. Where third party is defined as the entity to which money is due, such as the utility company or landlord. (4) All requests for financial assistance draws will be reviewed and paid out, provided all the required verification has been obtained, within a maximum of 7 working days. (a) Complete financial assistance requests for payment received prior to 12 noon on Tuesday will be paid out the following Friday. (b) Complete financial assistance requests for payment received after 12 noon on Tuesday will be paid out the following Tuesday. (5) All rental assistance dedicated to homeless prevention shall be reduced monthly by the amount of 10%.

2.4 Certification of Expenses. In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement.

2.5 Authorized Personnel. Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requisitions for draws pursuant to this Agreement.

3. USE OF FUNDS.

3.1 General Use of Funds. Use of funds received pursuant to this Agreement shall be utilized for eligible activities as described within the HPRP notice and Title XII of Division A of the American Recovery and Reinvestment Act of 2009 ("Recovery Act") and other regulations governing the HUD funded Programs, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. A copy of said regulations is incorporated by reference.

3.2 In-eligible Uses of Funds. The following uses are not eligible for HPRP funds: (1) Funds issued directly to program participants. All HPRP financial assistance funds shall be

issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants; (2) Motel and hotel vouchers may not be provided for program participants for more than 30 days and may only be provided if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by the program participants; (3) HPRP funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing.

3.3 Limit on Length of Assistance. Program participants may receive assistance for a cumulative period no longer than ten (10) months. An extension may be granted for special circumstances recognized by the County in writing, for a period no longer than eighteen (18) months.

3.4 Program Income. Program income derived from the project, if any, shall be re-distributed to the Organization's HPRP fund or to County for redistribution in HPRP. (1) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits may, upon termination of the service or exit of unit, be returned to the program participant.

4. PROGRAM PARTICIPANT ELIGIBILITY.

4.1 General Eligibility. Eligibility of program participants shall be evaluated prior to HPRP program entry with an initial consultation conducted by Organization to determine if they meet the following criteria: (1) Household, which is defined as all persons that will be living in the home to be subsidized with HPRP funds, must be at or below 50 percent of Area Median Income (AMI); (2) The household must be homeless, as defined by section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302); OR (3) at risk of losing its housing by meeting both of the following circumstances: (a) Household has no appropriate subsequent housing options identified; (b) the household lacks the financial resources and support networks needed to obtain immediate housing or remain in its existing housing.

4.2 Income Standards. Organization agrees to use the standards, in effect at the time of assistance, pursuant to the Housing Choice Voucher Program Guide Book (Chapter 5 – Eligibility and Denial of Assistance) to determine income eligibility and the verification requirements for entry into HPRP.

4.3 Re-certifying Eligibility. Organization agrees to evaluate and certify the eligibility of program participants at least once every 3 months during program enrollment.

5. RESTRICTIONS RELATED TO RENTAL UNITS.

5.1 Lead Poisoning Prevention Act. Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-

Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R shall apply to housing occupied by families receiving assistance through HPRP.

5.2 **Habitability Standards.** HPRP funds utilized to provide Financial Assistance for a housing unit into which a program participant will be moving shall be inspected, by the County, according to the habitability standards required by Appendix C of the HPRP notice. (1) Organization shall notify the County when such an inspection is required. (2) Organization shall give County 48 hours notice of said inspection need. (3) Organization shall be charged a fee for said inspection at an hourly rate of \$58.23, subject to change upon written notification from the County. (a) Inspection fee will be automatically drawn from Organization's dedicated Rental Assistance grant fund. (b) An inspection sheet, indicating whether the unit passed or failed, will be provided to Organization within 24 hours of the inspection completion. (4) Units requiring an inspection shall be inspected on an annual basis for the duration of time the unit is receiving HPRP assistance, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (5) If a unit has a change of tenancy and the new tenant is to receive HPRP Financial Assistance for the unit, Organization shall have the unit re-inspected, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (6) Organization shall keep a record of inspections for units receiving HPRP funding.

5.3 **Lease Agreement.** Organization agrees to verify a lease agreement exists in the program participant's name prior to any disbursement of HPRP funds to the appropriate third party.

6. **DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.**

6.1 **Quarterly Reports.** Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of HPRP, including an estimate of the number of jobs created and/or retained by HPRP funds as well as any other information that is requested.

6.2 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of HPRP during or after the completion of the program.

6.3 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).

6.4 **Federal Reporting.** Organization shall register with FederalReporting.gov and obtain a valid Federal Reporting PIN required for submitting quarterly and annual reports.

6.5 **HMIS.** Organization shall participate in a local Homeless Management Information System ("HMIS") and to collect and report program participant-level information. (1) Domestic Violence providers may report on a HMIS comparable database to meet the standards set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule.

6.6 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with HPRP funds in the quarterly report to be provided to County.

6.7 **General Records.** Organization will keep and maintain all project records, books, papers and documents for a period of not less than four years after the project terminates and grants County the option of retention of the project records, books, papers and documents. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

6.8 **Privacy Procedures.** The Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.

6.9 **Audit Provision.** Organization agrees to provide to County at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of HPRP Grant Funds for Fiscal Year 2009/2010 to be delivered to County by September 30, 2010 and for Fiscal Year 2010-2011 to be delivered to County by September 30, 2011.

7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

7.1 **General Indemnification.** Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should

either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

8. NON-DISCRIMINATION & EQUAL OPPORTUNITY

8.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex: (1) Organization agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. (2) Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (3) Organization will, in all solicitations or advertisements for employees placed by or on behalf of Organization, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law. (4) If the procedures that the grantee intends to use to make known the availability of the rental assistance and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such rental assistance and services, the grantee must establish additional procedures that will ensure that such persons are made aware of the rental assistance and services.

8.2 Equal Participation of Religious Organizations. Under HPRP, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct HPRP funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide HPRP-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a HPRP-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious

references in its organization's mission statements and other governing documents. An organization that participates in the HPRP program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

9. CONFLICTS OF INTEREST.

9.1 **Hatch Act Incorporated.** Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).

9.2 **Conflict of Interest.** Organization shall comply with 24 CFR 84.42. With respect to all other decisions involving the use of HPRP funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

9.3 **Lobbying and Disclosure Requirements.** The disclosure requirements and prohibitions of section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990 (31 U.S.C. 1352) (the Byrd Amendment), and implementing regulations at 24 CFR part 87, apply to HPRP. Organization must disclose, using Standard Form LLL (SF-LLL), "Disclosure of Lobbying Activities," any funds, other than federally appropriated funds, that will be or have been used to influence federal employees, members of Congress, or congressional staff regarding specific grants or contracts.

10. DRUG-FREE WORK PLACE.

10.1 **Drug-free Workplace.** Organization will maintain a drug free work place and will comply The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to HPRP.

11. TERMINATION OF SERVICES & REVERSION OF ASSETS.

11.1 **Termination of Program Participant Services.** Organization may terminate assistance to a program participant who violates program requirements. Assistance to a program participant(s) whose assistance was previously terminated may be re-instated if said participant's eligibility is re-determined. In terminating assistance to a program participant,

Organization must: (1) Issue a warning letter that further failure to comply with such requirements will result in termination of the program; (2) Provide a formal process that recognizes the rights of individuals receiving assistance to due process of law with a written notice that includes: (a) A clear statement of the reasons for termination; (b) A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; (c) Prompt written notice of the final decision to the program participant.

11.2 Termination of Contract and Reversion of Assets. It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any HPRP funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of HPRP funds.

11.3 Insolvency. If the Organization becomes insolvent, all unused HPRP funds shall be returned to the County for disposition.

12. GENERAL TERMS AND CONDITIONS.

12.1 Assignment. Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.

12.2 Amendment. No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

12.3 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the

application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

12.4 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

12.5 **Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Organization or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Department of Planning and Community Development
Attention: Kirk Ford, Director, HPRP Program
1010 Tenth Street, Suite 3400
Modesto, CA 95354


To Organization: Children's Crisis Center of Stanislaus County
Attn.: Colleen Garcia, Executive Director
P.O. Box 1062
Modesto, CA 95353

12.6 **Governing Law and Venue.** This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

12.7 **Authorization.** The Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

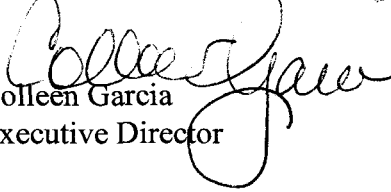
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

By: 
Kirk Ford, Director
Planning and Community Development

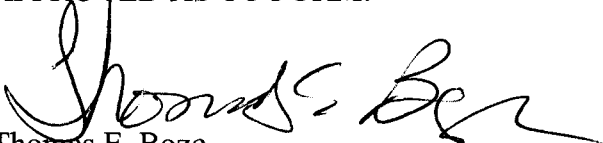
"County"

**CHILDREN'S CRISIS CENTER OF
STANISLAUS COUNTY**

By: 
Colleen Garcia
Executive Director

"Organization"

APPROVED AS TO FORM:


Thomas E. Boze
Deputy County Counsel



DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

1010 10TH Street, Suite 3400, Modesto, CA 95354
Phone: 209.525.6330 Fax: 209.525.5911

BOARD OF SUPERVISORS

2011 FEB 24 AM 10:37

February 23, 2011

Suzi Seibert
Deputy Clerk

The enclosed original Amended "HPRP AGREEMENT" is for your records. I have enclosed one completely signed Agreement for the following non-profit agency:

1. Children's Crisis Center

Reference Board Resolution #2009-305.

Thank you.

Roxanne Hubbs
Staff Services Technician
Planning Department
525-5926
hubbsr@mail.co.stanislaus.ca.us

AMENDED HPRP AGREEMENT

This AGREEMENT AMENDMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Homeless Prevention & Rapid Re-housing Program (hereinafter referred to as "County") and the CHILDREN'S CRISIS CENTER OF STANISLAUS COUNTY (hereinafter referred to as "Organization") on September 17, 2010.

WHEREAS, Organization demonstrated the ability during Fiscal Year 2009-2010 to spend down grant funds in a timely manner in accordance with Homeless Prevention and Rapid Re-Housing Program Policies and Procedures; and WHEREAS, Section 11 – Termination of Services and Reversion of Assets of the Homeless Prevention and Rapid Re-Housing Program Agreement allows for the reallocation of funds from low performing sub-grantees to high performing sub-grantees; and WHEREAS, the Homeless Prevention and Rapid Re-Housing Program requires that sixty 60% of allocated grant funds be spent by August of 2011;

NOW, THEREFORE, the parties hereto do mutually agree to amend the HPRP Agreement, executed between Organization and Agency on September 30, 2009, as follows:

1. COMPENSATION.

1.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$273,439, which is an increase of \$98,262, with a cap on salary related expenses of \$40,350, and a minimum of \$1,433 for program supplies, for full performance of the services specified under the September 30, 2009, Agreement, and Attachment A "Amended Budget" which is attached to this Amended Agreement and incorporated herein by reference.

The Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment on the day and year first hereinabove written.

COUNTY OF STANISLAUS

CHILDREN'S CRISIS CENTER OF STANISLAUS COUNTY

By: 
Kirk Ford, Director
Planning and Community Development

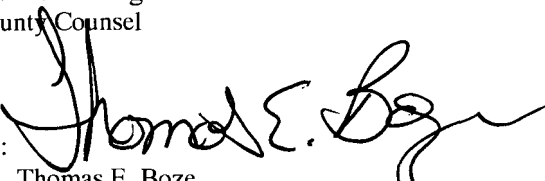
By: 
Colleen Garcia
Executive Director

"County"

"Organization"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel



DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

1010 10TH Street, Suite 3400, Modesto, CA 95354
Phone: 209.525.6330 Fax: 209.525.5911

October 3, 2011

Suzi Seibert
Deputy Clerk

The enclosed original Amended "HPRP AGREEMENT" is for your records. I have enclosed one completely signed Agreement for the following non-profit agency:

1. Children's Crisis Center

Reference Board Resolution #2009-305.

Thank you.

Roxanne Hubbs
Staff Services Technician
Planning Department
525-5926
hubbsr@mail.co.stanislaus.ca.us

AMENDED HPRP AGREEMENT

This AGREEMENT AMENDMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Homeless Prevention & Rapid Re-housing Program (hereinafter referred to as "County") and the CHILDREN'S CRISIS CENTER OF STANISLAUS COUNTY (hereinafter referred to as "Organization") on September 23, 2011.

WHEREAS, the term of HPRP Sub-grantee contracts, as designated by Section 1.2 – Term of the Homeless Prevention and Rapid Re-Housing Program Agreement, terminates on September 30, 2011; and WHEREAS, the County's Agreement with HUD to implement the Homeless Prevention and Rapid Re-Housing Program does not terminate until August 7, 2012;

NOW, THEREFORE, the parties hereto do mutually agree to amend the HPRP Agreement, executed between Organization and Agency on September 30, 2009, as follows:

1. Paragraph 1.2, Term, is amended to read as follows:

1.2 **Term.** The services of Organization are to commence on October 1, 2009, and end on August 7, 2012, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

2. The Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment on the day and year first hereinabove written.

COUNTY OF STANISLAUS

CHILDREN'S CRISIS CENTER OF STANISLAUS COUNTY

By: 

By: 

Kirk Ford, Director
Planning and Community Development

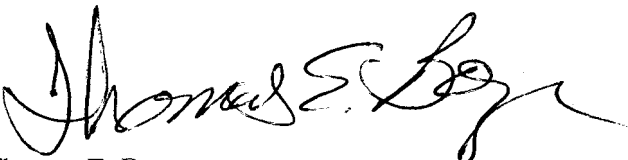
Colleen Garcia
Executive Director

"County"

"Organization"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 

Thomas E. Boze
Deputy County Counsel

BOARD OF SUPERVISORS
2011 OCT -4 A 11:13

AMENDED HPRP AGREEMENT

This AGREEMENT AMENDMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Homeless Prevention & Rapid Re-housing Program (hereinafter referred to as "County") and the WE CARE OF TURLOCK(hereinafter referred to as "Organization") on September 23, 2011.

WHEREAS, the term of HPRP Sub-grantee contracts, as designated by Section 1.2 – Term of the Homeless Prevention and Rapid Re-Housing Program Agreement, terminates on September 30, 2011; and WHEREAS, the County’s Agreement with HUD to implement the Homeless Prevention and Rapid Re-Housing Program does not terminate until August 7, 2012;

NOW, THEREFORE, the parties hereto do mutually agree to amend the HPRP Agreement, executed between Organization and Agency on September 30, 2009, as follows:

1. Paragraph 1.2, Term, is amended to read as follows:

1.2 **Term.** The services of Organization are to commence on October 1, 2009, and end on August 7, 2012, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

2. The Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment on the day and year first hereinabove written.

COUNTY OF STANISLAUS

WE CARE OF TURLOCK

By: 

By: 

Kirk Ford, Director
Planning and Community Development

Bill Sturdevant
Executive Director

"County"

"Organization"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 

Thomas E. Boze
Deputy County Counsel

2011 OCT 12 A 8:10
BOARD OF SUPERVISORS

EXHIBIT A

Organization Name: Children's Crisis Center of Stanislaus County, Inc.

Project Name: Homelessness Prevention and Rapid Re-Housing Program (HPRP)

Contract Date: FY 2009-2011

Contract Amount: \$174,256

Objective: The purpose of the HPRP Program is to provide financial assistance and housing relocation and stabilization services to individuals and families who are homeless or would be homeless without this assistance.

The Children's Crisis Center will facilitate the HPRP objective by providing intense case management and supportive services to very low income, high risk families with children residing in Stanislaus County. The goal of the Children's Crisis Center is to serve a minimum of twelve (12) unduplicated families during the two year contract period, spanning July 1, 2009 through June 30, 2011.

Success of the HPRP participants will be measured by the total number of families who achieve and maintain stable housing for twelve (12) months following their date of enrollment in the HPRP program. The goal of the Children's Crisis Center through this program is to ensure that 80% of HPRP participants will achieve and maintain stable housing for a period of twelve (12) months.

Service Population: Targeted HPRP participants will be high risk homeless families with children and families (with children) at risk of becoming homeless. Household income for qualified HPRP participants will not exceed the HUD guideline limits, based on household size, for very low to low income residents of Stanislaus County.

HPRP participants will include families fleeing domestic violence, families seeking permanent housing after exiting a sober/transitional living facility, families exiting long-term inpatient drug recovery programs, and families exiting inpatient mental health recovery programs. Families will also qualify for HPRP services if they have been evicted or are at risk of becoming evicted from their rental unit due to prolonged unemployment.

HPRP participants who do not have a stable income at time of enrollment will be required to demonstrate potential for acquiring income within thirty (30) days of enrollment in the HPRP program. Families unable to meet the 30 day income deadline may still qualify for services, pending an approval from their Case Manager documenting any special or unusual circumstances in their case notes.

The contract award (\$174,256) will enable the Children's Crisis Center to enroll a projected twelve (12) families in the HPRP program during the 2 year contract period. The projected number of program participants is calculated by family unit based on the assumption that each participating family will utilize the maximum total of ten (10)

months of rental assistance and the maximum amount of ten (10) months of utility assistance in order to achieve stable housing. The actual number of families served will ultimately depend on the length of rental assistance provided to each participant.

Description of Services: Potential HPRP participants will be screened by CCC Case Management Staff to ensure that they meet HPRP income eligibility guidelines. Once deemed eligible, each participating family will receive extensive supportive services beginning at enrollment and extending through their program participation. Case Managers will work with families to offer guidance and to ensure that each family receives appropriate referrals for housing services, job training, credit counseling, life skills training, mental health, and substance abuse programs. This assistance is intended to lead families to self sufficiency, stability and permanent housing.

HPRP participants will fall into one of two categories.

1. **Homelessness Prevention:** Participants falling into this category will be families deemed at risk of becoming homeless. For example, they may have been laid off, had difficulty securing a job, or they may be employed but have had their wages reduced affecting their ability to afford their rent. Some participants may have been receiving unemployment benefits but their benefits may have lapsed impacting their ability to afford rent.

Participants in the homelessness prevention category will be eligible for HPRP financial assistance including rental arrears, utility arrears, and ongoing rental assistance to avoid eviction. Case managers will work closely with utility companies and landlords to ensure that all outstanding debts are paid (up to 6 months maximum on utility and rental arrears) and to enter into new 12 month lease agreements.

Additionally, Case Managers will work personally with each HPRP participant to create a household budget that will facilitate sound financial decisions, ensuring that monthly expenses do not exceed income. Case Managers will monitor participants' income and expenses closely throughout the enrollment period to ensure that families remain on track working towards the goal of achieving financial independence.

2. **Rapid Re-Housing:** Participants in this category will be comprised of families currently homeless, residing in a homeless shelter or other temporary accommodations such as hotel/motel, living in a car, some type of transitional living program or inpatient mental health facility. HPRP financial assistance to participants in this category will include hotel/motel vouchers, moving assistance, security deposits, utility deposits, utility assistance, and rental assistance.

Case Managers will conduct housing searches utilizing multiple media outlets, including telephone, newspapers, emails, and online queries. Case Managers will work closely with private and public entities such as landlords, Stanislaus

Housing Authority (Section 8), Community Housing and Shelter Services (CHSS), and property management groups to secure rental units for HPRP participants. Case Managers will screen rental units ensuring that the units are located in safe and suitable neighborhoods for families with children. As potential rental units have been identified, Case Managers will schedule appointments with landlords/property managers and accompany HPRP participants to view potential rental units.

The Children's Crisis Center will allocate 60% of the HPRP financial assistance budget towards homeless prevention and the remaining 40% reserved for rapid re-housing.

Once enrolled, all HPRP participants will be required to work with their Case Managers to outline specific short-term and medium-term goals to improve family environments for their children. The goals outlined by program participants will be incorporated in the Family Service Plan (FSP). The FSP will ultimately serve as a binding contract between the Children's Crisis Center and each HPRP participant ensuring that parents/guardians will actively work towards creating a more secure and safer living environment for their children.

Once an FSP is signed, program participants will be entitled to a maximum of 10 months of rental assistance. The rental assistance will decrease incrementally by 10% each month until participants are able to pay the full rental expense on their own. Likewise, HPRP participants are entitled to a maximum of 10 months of utility assistance, with a 10% sliding scale applied every month to their utility assistance. Families that qualify under the homeless prevention category will receive no more than six (6) months of rental and utility arrears. Any rental or utility arrears paid to participants will be deducted from the 10 month allotment.

Case Managers will monitor progress of each HPRP participant daily, weekly, and monthly, depending on the needs of each family. Case Managers will log communications or conversations with all HPRP participants through Daily Family Contact Sheets.

All HPRP participants will receive formal reassessments every three month intervals from time of enrollment to ensure that they are progressing towards their FSP goals. Participants who fail to progress towards their FSP goals may receive termination notices, resulting in the suspension or cessation of the unused portion of HPRP funds.

Determination of Income Level: Each family's income eligibility will be determined and documented using the Housing Choice Voucher program (formerly Section 8).

Job Description: The Children's Crisis Center will employ three staff to oversee the HPRP Program: two (2) Case Managers and one (1) Case Management Administrator. Their combined salary will not exceed 15% of the total contract award.

One Case Manager will be assigned to work mostly with the homeless population who are able to converse fluently in the English language. The second Case Manager will work primarily with the Spanish speaking participants. All participants of the HPRP Program will be monitored by Case Managers who will assess family eligibility, develop Family Service Plan (FSP), issue financial assistance, and monitor family progress. Data collected from HPRP participants will be entered in the HMIS system by the Case Management Administrator.

Community Outreach and Collaboration: The Children's Crisis Center will collaborate with homeless shelters, law enforcement, Child Protective Services, medical clinics/hospitals, mental health clinics, alcohol/drug treatment programs, and other social services agencies in Stanislaus County to ensure that high risk, homeless families with children are aware of the HPRP Program. Additionally, the Children's Crisis Center will work closely with Haven Women's Center to target women with children fleeing from domestic violence as their plight will be most dire for immediate shelter and safety.

The Children's Crisis Center will also team up with other HPRP grantees and sub grantees from the City of Modesto, Turlock, and Stanislaus County to pool resources, minimize the costs of marketing materials, and expedite service deliveries.



HPRP PROPOSED BUDGET FY 2009-2011

EXHIBIT B


Organization: CCC Project Activity: HPRP

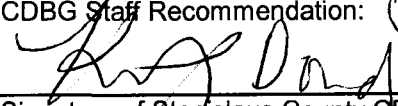
Project Activity # 266-270 Date: Sept. 30, 2009

BUDGET AND PROGRAM OBJECTIVE NOTES

Program goal is to stably house 13 households by the end of the program (Sept. 30, 2011) which is equivalent to 45 individuals at an average of 3.5 persons per household. This goal was based off of an average rental price of \$1175 for a three bedroom unit multiplied by an average term of rental assistance of 6 months which is an average of \$7050 per household. The total combined amount of proposed rental assistance and rental arrears was then divided by this number.

<u>Budget Categories</u>	<u>Proposed Budget Amounts</u>	<u>County Approved Budget Amounts</u>
SALARY		
Staff (up to 12-15% of total allocation)	\$ <u>26,138</u>	\$ <u>26,138</u>
Fringe (up to 1.5% of total allocation)	\$ _____	\$ _____
Travel/Mileage (up to 1.5% of allocation)	\$ _____	\$ _____
Subtotal	\$ <u>26,138</u>	\$ <u>26,138</u>
HOMELESS PREVENTION & RAPID RE-HOUSING		
Tenant Counseling Classes	\$ <u>0</u>	\$ _____
Outreach Supplies	\$ <u>2,000</u>	\$ <u>2,000</u>
Rental Arrears	\$ <u>46,778</u>	\$ <u>46,778</u>
Utility Arrears	\$ <u>25,200</u>	\$ <u>25,200</u>
Rental Assistance	\$ <u>49,390</u>	\$ <u>49,390</u>
Utility Assistance	\$ <u>16,800</u>	\$ <u>16,800</u>
Moving Assistance	\$ <u>750</u>	\$ <u>750</u>
Motel/Hotel Vouchers	\$ <u>7,200</u>	\$ <u>7,200</u>
Legal Fees	\$ <u>0</u>	\$ _____
Subtotal	\$ <u>148,118</u>	\$ <u>148,118</u>
TOTAL	\$ <u>174,256</u>	\$ <u>174,256</u>


Signature of Project Director or Authorized Person is required

TO BE COMPLETED BY CDBG MONITORING STAFF
CDBG Staff Recommendation: Approve or Deny (Circle one)

Signature of Stanislaus County CDBG Official

HPRP AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Homeless Prevention & Rapid Re-housing Program (hereinafter referred to as "County") and the INTERFAITH MINISTRIES (hereinafter referred to as "Organization") on September 30, 2009.

WITNESSETH

WHEREAS, County has received a Homeless Prevention & Rapid Re-housing Grant from the Department of Housing and Urban Development ("HUD") Homelessness Prevention Fund created under Title XII of Division A of the American Recovery and Reinvestment Act of 2009, titled the "Homelessness Prevention and Rapid Re-Housing Program (hereinafter referred to as "HPRP"); and

WHEREAS, pursuant to such grant, County is undertaking certain programs and services necessary for the planning, implementation or execution of HPRP; and

WHEREAS, County desires to engage Organization to render certain services, programs, or assistance in connection with such undertakings of HPRP;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICE.

1.1 **General Scope.** Organization shall provide services to rapidly re-house or to prevent homelessness for program participants, defined as individuals or families receiving HPRP assistance, likely to maintain permanent housing at the end of their assistance period, in accordance with the provisions of HPRP and Exhibit A "Grant Scope" provided by Organization and approved by County, attached hereto and incorporated herein by reference.

1.2 **Term.** The services of Organization are to commence on October 1, 2009, and end on September 30, 2011, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

2. COMPENSATION.

2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$133,342, with a cap on salary related expenses of \$20,001.30, for full performance of the services specified under this Agreement that are in conformity with the approved Grant Scope and "Budget" which is attached to this Agreement as Exhibit B and incorporated herein by reference.

2.2 **Quarterly Draws.** All requests for grant fund draws (with the exception of financial assistance draws as described within Section 2.3 below) shall be drawn on a quarterly basis as follows: (1) Organization may request a first draw of such funds after December 15, 2009; (2) A

second draw after March 15, 2010; (3) A third draw after June 15, 2010; (4) A fourth draw after September 15, 2010; (5) A fifth draw after December 15, 2010; (6) A sixth draw after March 15, 2011, (7) A seventh draw after June 15, 2011; (8) An eight and final draw after September 15, 2011; provided, however, that all draws must be requested before September 30, 2011.

2.3 Financial Assistance Draws. Grant fund draws associated with financial assistance, as defined within HPRP, may be dispersed upon request provided: (1) The request exceeds the amount of \$250.00; (2) The following verification has been obtained by Organization: (a) Verification that the program participant has been income qualified; (b) Verification that the program participant has a lease or rental agreement in their name; (c) Verification that the unit meets the standards set forth within Section 5 of this contract; (d) Verification that the financial assistance amount to be paid is actually owed; (e) Any other verification determined to be necessary by County. (3) All financial assistance draws dispersed to Organization shall be dispersed directly to the third party representing the entity to which the payment is owed. Where third party is defined as the entity to which money is due, such as the utility company or landlord. (4) All requests for financial assistance draws will be reviewed and paid out, provided all the required verification has been obtained, within a maximum of 7 working days. (a) Complete financial assistance requests for payment received prior to 12 noon on Tuesday will be paid out the following Friday. (b) Complete financial assistance requests for payment received after 12 noon on Tuesday will be paid out the following Tuesday. (5) All rental assistance dedicated to homeless prevention shall be reduced monthly by the amount of 10%.

2.4 Certification of Expenses. In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement.

2.5 Authorized Personnel. Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requisitions for draws pursuant to this Agreement.

3. USE OF FUNDS.

3.1 General Use of Funds. Use of funds received pursuant to this Agreement shall be utilized for eligible activities as described within the HPRP notice and Title XII of Division A of the American Recovery and Reinvestment Act of 2009 ("Recovery Act") and other regulations governing the HUD funded Programs, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. A copy of said regulations is incorporated by reference.

3.2 In-eligible Uses of Funds. The following uses are not eligible for HPRP funds: (1) Funds issued directly to program participants. All HPRP financial assistance funds shall be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants; (2) Motel and hotel vouchers

may not be provided for program participants for more than 30 days and may only be provided if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by the program participants; (3) HPRP funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing.

3.3 Limit on Length of Assistance. Program participants may receive assistance for a cumulative period no longer than ten (10) months. An extension may be granted for special circumstances recognized by the County in writing, for a period no longer than eighteen (18) months.

3.4 Program Income. Program income derived from the project, if any, shall be re-distributed to the Organization's HPRP fund or to County for redistribution in HPRP. (1) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits may, upon termination of the service or exit of unit, be returned to the program participant.

4. PROGRAM PARTICIPANT ELIGIBILITY.

4.1 General Eligibility. Eligibility of program participants shall be evaluated prior to HPRP program entry with an initial consultation conducted by Organization to determine if they meet the following criteria: (1) Household, which is defined as all persons that will be living in the home to be subsidized with HPRP funds, must be at or below 50 percent of Area Median Income (AMI); (2) The household must be homeless, as defined by section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302); OR (3) at risk of losing its housing by meeting both of the following circumstances: (a) Household has no appropriate subsequent housing options identified; (b) the household lacks the financial resources and support networks needed to obtain immediate housing or remain in its existing housing.

4.2 Income Standards. Organization agrees to use the standards, in effect at the time of assistance, pursuant to the Housing Choice Voucher Program Guide Book (Chapter 5 – Eligibility and Denial of Assistance) to determine income eligibility and the verification requirements for entry into HPRP.

4.3 Re-certifying Eligibility. Organization agrees to evaluate and certify the eligibility of program participants at least once every 3 months during program enrollment.

5. RESTRICTIONS RELATED TO RENTAL UNITS.

5.1 Lead Poisoning Prevention Act. Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R shall apply to housing occupied by families receiving assistance through HPRP.

5.2 **Habitability Standards.** HPRP funds utilized to provide Financial Assistance for a housing unit into which a program participant will be moving shall be inspected, by the County, according to the habitability standards required by Appendix C of the HPRP notice. (1) Organization shall notify the County when such an inspection is required. (2) Organization shall give County 48 hours notice of said inspection need. (3) Organization shall be charged a fee for said inspection at an hourly rate of \$58.23, subject to change upon written notification from the County. (a) Inspection fee will be automatically drawn from Organization's dedicated Rental Assistance grant fund. (b) An inspection sheet, indicating whether the unit passed or failed, will be provided to Organization within 24 hours of the inspection completion. (4) Units requiring an inspection shall be inspected on an annual basis for the duration of time the unit is receiving HPRP assistance, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (5) If a unit has a change of tenancy and the new tenant is to receive HPRP Financial Assistance for the unit, Organization shall have the unit re-inspected, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (6) Organization shall keep a record of inspections for units receiving HPRP funding.

5.3 **Lease Agreement.** Organization agrees to verify a lease agreement exists in the program participant's name prior to any disbursement of HPRP funds to the appropriate third party.

6. **DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.**

6.1 **Quarterly Reports.** Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of HPRP, including an estimate of the number of jobs created and/or retained by HPRP funds as well as any other information that is requested.

6.2 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of HPRP during or after the completion of the program.

6.3 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).

6.4 **Federal Reporting.** Organization shall register with FederalReporting.gov and obtain a valid Federal Reporting PIN required for submitting quarterly and annual reports.

6.5 **HMIS.** Organization shall participate in a local Homeless Management Information System ("HMIS") and to collect and report program participant-level information. (1) Domestic Violence providers may report on a HMIS comparable database to meet the standards set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule.

6.6 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to

report the number of jobs created with HPRP funds in the quarterly report to be provided to County.

6.7 **General Records.** Organization will keep and maintain all project records, books, papers and documents for a period of not less than four years after the project terminates and grants County the option of retention of the project records, books, papers and documents. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

6.8 **Privacy Procedures.** The Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.

6.9 **Audit Provision.** Organization agrees to provide to County at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of HPRP Grant Funds for Fiscal Year 2009/2010 to be delivered to County by September 30, 2010 and for Fiscal Year 2010-2011 to be delivered to County by September 30, 2011.

7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

7.1 **General Indemnification.** Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

8. NON-DISCRIMINATION & EQUAL OPPORTUNITY

8.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex: (1) Organization agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. (2) Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (3) Organization will, in all solicitations or advertisements for employees placed by or on behalf of Organization, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law. (4) If the procedures that the grantee intends to use to make known the availability of the rental assistance and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such rental assistance and services, the grantee must establish additional procedures that will ensure that such persons are made aware of the rental assistance and services.

8.2 Equal Participation of Religious Organizations. Under HPRP, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct HPRP funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide HPRP-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a HPRP-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the HPRP program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

9. CONFLICTS OF INTEREST.

9.1 **Hatch Act Incorporated.** Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).

9.2 **Conflict of Interest.** Organization shall comply with 24 CFR 84.42. With respect to all other decisions involving the use of HPRP funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

9.3 **Lobbying and Disclosure Requirements.** The disclosure requirements and prohibitions of section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990 (31 U.S.C. 1352) (the Byrd Amendment), and implementing regulations at 24 CFR part 87, apply to HPRP. Organization must disclose, using Standard Form LLL (SF-LLL), "Disclosure of Lobbying Activities," any funds, other than federally appropriated funds, that will be or have been used to influence federal employees, members of Congress, or congressional staff regarding specific grants or contracts.

10. DRUG-FREE WORK PLACE.

10.1 **Drug-free Workplace.** Organization will maintain a drug free work place and will comply The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to HPRP.

11. TERMINATION OF SERVICES & REVERSION OF ASSETS.

11.1 **Termination of Program Participant Services.** Organization may terminate assistance to a program participant who violates program requirements. Assistance to a program participant(s) whose assistance was previously terminated may be re-instated if said participant's eligibility is re-determined. In terminating assistance to a program participant, Organization must: (1) Issue a warning letter that further failure to comply with such requirements will result in termination of the program; (2) Provide a formal process that recognizes the rights of individuals receiving assistance to due process of law with a written notice that includes: (a) A clear statement of the reasons for termination; (b) A review of the decision, in which the program participant is given the opportunity to present written or oral

objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; (c) Prompt written notice of the final decision to the program participant.

11.2 Termination of Contract and Reversion of Assets. It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any HPRP funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of HPRP funds.

11.3 Insolvency. If the Organization becomes insolvent, all unused HPRP funds shall be returned to the County for disposition.

12. GENERAL TERMS AND CONDITIONS.

12.1 Assignment. Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.

12.2 Amendment. No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

12.3 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

12.4 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed

against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

12.5 **Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Organization or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Department of Planning and Community Development
Attention: Kirk Ford, Director, HPRP Program
1010 Tenth Street, Suite 3400
Modesto, CA 95354

To Organization: Inter-faith Ministries
Attention: Lynis Chaffey, Executive Director
120 Kerr Avenue
Modesto, CA 95354

12.6 **Governing Law and Venue.** This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

12.7 **Authorization.** The Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

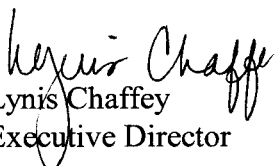
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

By: 
Kirk Ford, Director
Planning and Community Development

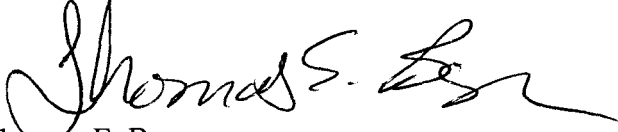
"County"

**INTER-FAITH MINISTRIES OF
STANISLAUS COUNTY**

By: 
Lynis Chaffey
Executive Director

"Organization"

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read "Thomas E. Boze". The signature is fluid and cursive, with a long horizontal stroke at the end.

Thomas E. Boze
Deputy County Counsel



HPRP PROPOSED BUDGET FY 2009-2011

EXHIBIT B

Organization: Inter-Faith

Project Activity: HPRP

Project Activity # _____

Date: _____

BUDGET AND PROGRAM OBJECTIVE NOTES

Program goal is to stably house 11 households by the end of the program (Sept. 30, 2011) which is equivalent to 33 individuals at an average of 3 persons per household. This goal was based off of an average rental price of \$820 for a two bedroom unit multiplied by an average term of rental assistance of 10 months which is an average of \$8,200 per household. The total combined amount of proposed rental assistance and rental arrears was then divided by this number.

SALARY

Staff (up to 12-15% of total allocation)	\$ <u>18,700</u>	\$ <u>18,700</u>
Fringe (up to 1.5% of total allocation)	\$ _____	\$ _____
Travel/Mileage (up to 1.5% of allocation)	\$ <u>1,300</u>	\$ <u>1,300</u>
Subtotal	\$ <u>20,000</u>	\$ <u>20,000</u>

HOMELESS PREVENTION & RAPID RE-HOUSING

Tenant Counseling Classes	\$ <u>1,000</u>	\$ <u>1,000</u>
Outreach Supplies	\$ _____	\$ _____
Rental Arrears	\$ <u>2,000</u>	\$ <u>2,000</u>
Utility Arrears	\$ <u>8,000</u>	\$ <u>8,000</u>
Rental Assistance	\$ <u>90,000</u>	\$ <u>90,000</u>
Utility Assistance	\$ <u>10,000</u>	\$ <u>10,000</u>
Moving Assistance	\$ <u>1,342</u>	\$ <u>1,342</u>
Motel/Hotel Vouchers	\$ _____	\$ _____
Legal Fees	\$ <u>1,000</u>	\$ <u>1,000</u>
Subtotal	\$ <u>113,342</u>	\$ <u>113,342</u>
TOTAL	\$ <u>133,342</u>	\$ <u>133,342</u>

Kyrie Chappell
Signature of Project Director or Authorized Person **is required**

TO BE COMPLETED BY CDBG MONITORING STAFF
CDBG Staff Recommendation: Approve or Deny (Circle one)

Kyrie Chappell
Signature of Stanislaus County CDBG Official

EXHIBIT A

HPRP

RFC/Inter-Faith Ministries :

Sept. 30, 2009

RFC will provide rental support to our graduates that are continuing their education or working toward vocational skills that will support them in long term employment. They will be expected to continue to live a clean and sober lifestyle while in residence.

They will work with a case worker to secure all supportive services available, and will continue the qualifying process of low income housing. The case management will also support them in budgeting accountability, credit consolidation and resolution of outstanding legal matters that are continuing to jeopardize their credit reports and ongoing difficulties in securing permanent housing.

Our program will support them with services and financial assistance for a period of 10 months, with ongoing transitional support after that time.

HPRP AGREEMENT

BOARD OF SUPERVISORS

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Homeless Prevention & Rapid Re-housing Program (hereinafter referred to as "County") and THE SALVATION ARMY (hereinafter referred to as "Organization") on September 30, 2009. 2009 DEC 23 A 11: 51

WITNESSETH

WHEREAS, County has received a Homeless Prevention & Rapid Re-housing Grant from the Department of Housing and Urban Development ("HUD") Homelessness Prevention Fund created under Title XII of Division A of the American Recovery and Reinvestment Act of 2009, titled the "Homelessness Prevention and Rapid Re-Housing Program (hereinafter referred to as "HPRP"); and

WHEREAS, pursuant to such grant, County is undertaking certain programs and services necessary for the planning, implementation or execution of HPRP; and

WHEREAS, County desires to engage Organization to render certain services, programs, or assistance in connection with such undertakings of HPRP;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. SCOPE OF SERVICE.

1.1 **General Scope.** Organization shall provide services to rapidly re-house or to prevent homelessness for program participants, defined as individuals or families receiving HPRP assistance, likely to maintain permanent housing at the end of their assistance period, in accordance with the provisions of HPRP and Exhibit A "Grant Scope" provided by Organization and approved by County, attached hereto and incorporated herein by reference.

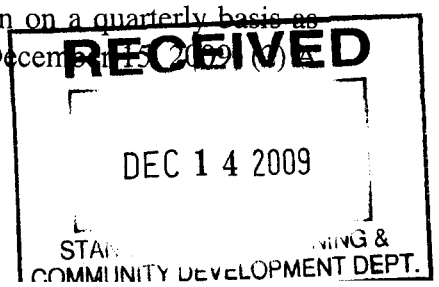
1.2 **Term.** The services of Organization are to commence on October 1, 2009, and end on September 30, 2011, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

2. COMPENSATION.

2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$97,750, with a cap on salary related expenses of \$14,212.50, for full performance of the services specified under this Agreement that are in conformity with the approved Grant Scope and "Budget" which is attached to this Agreement as Exhibit B and incorporated herein by reference.

2.2 **Quarterly Draws.** All requests for grant fund draws (with the exception of financial assistance draws as described within Section 2.3 below) shall be drawn on a quarterly basis as follows: (1) Organization may request a first draw of such funds after December 15, 2009.

AF Reviewed 5/09



second draw after March 15, 2010; (3) A third draw after June 15, 2010; (4) A fourth draw after September 15, 2010; (5) A fifth draw after December 15, 2010; (6) A sixth draw after March 15, 2011, (7) A seventh draw after June 15, 2011; (8) An eight and final draw after September 15, 2011; provided, however, that all draws must be requested before September 30, 2011.

2.3 Financial Assistance Draws. Grant fund draws associated with financial assistance, as defined within HPRP, may be dispersed upon request provided: (1) The request exceeds the amount of \$250.00; (2) The following verification has been obtained by Organization: (a) Verification that the program participant has been income qualified; (b) Verification that the program participant has a lease or rental agreement in their name; (c) Verification that the unit meets the standards set forth within Section 5 of this contract; (d) Verification that the financial assistance amount to be paid is actually owed; (e) Any other verification determined to be necessary by County. (3) All financial assistance draws dispersed to Organization shall be dispersed directly to the third party representing the entity to which the payment is owed. Where third party is defined as the entity to which money is due, such as the utility company or landlord. (4) All requests for financial assistance draws will be reviewed and paid out, provided all the required verification has been obtained, within a maximum of 7 working days. (a) Complete financial assistance requests for payment received prior to 12 noon on Tuesday will be paid out the following Friday. (b) Complete financial assistance requests for payment received after 12 noon on Tuesday will be paid out the following Tuesday. (5) All rental assistance dedicated to homeless prevention shall be reduced monthly by the amount of 10%.

2.4 Certification of Expenses. In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement.

2.5 Authorized Personnel. Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requisitions for draws pursuant to this Agreement.

3. USE OF FUNDS.

3.1 General Use of Funds. Use of funds received pursuant to this Agreement shall be utilized for eligible activities as described within the HPRP notice and Title XII of Division A of the American Recovery and Reinvestment Act of 2009 ("Recovery Act") and other regulations governing the HUD funded Programs, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. A copy of said regulations is incorporated by reference.

3.2 In-eligible Uses of Funds. The following uses are not eligible for HPRP funds: (1) Funds issued directly to program participants. All HPRP financial assistance funds shall be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants; (2) Motel and hotel vouchers

may not be provided for program participants for more than 30 days and may only be provided if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by the program participants; (3) HPRP funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing.

3.3 **Limit on Length of Assistance.** Program participants may receive assistance for a cumulative period no longer than ten (10) months. An extension may be granted for special circumstances recognized by the County in writing, for a period no longer than eighteen (18) months.

3.4 **Program Income.** Program income derived from the project, if any, shall be re-distributed to the Organization's HPRP fund or to County for redistribution in HPRP. (1) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits may, upon termination of the service or exit of unit, be returned to the program participant.

4. **PROGRAM PARTICIPANT ELIGIBILITY.**

4.1 **General Eligibility.** Eligibility of program participants shall be evaluated prior to HPRP program entry with an initial consultation conducted by Organization to determine if they meet the following criteria: (1) Household, which is defined as all persons that will be living in the home to be subsidized with HPRP funds, must be at or below 50 percent of Area Median Income (AMI); (2) The household must be homeless, as defined by section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302); OR (3) at risk of losing its housing by meeting both of the following circumstances: (a) Household has no appropriate subsequent housing options identified; (b) the household lacks the financial resources and support networks needed to obtain immediate housing or remain in its existing housing.

4.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance, pursuant to the Housing Choice Voucher Program Guide Book (Chapter 5 – Eligibility and Denial of Assistance) to determine income eligibility and the verification requirements for entry into HPRP.

4.3 **Re-certifying Eligibility.** Organization agrees to evaluate and certify the eligibility of program participants at least once every 3 months during program enrollment.

5. **RESTRICTIONS RELATED TO RENTAL UNITS.**

5.1 **Lead Poisoning Prevention Act.** Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R shall apply to housing occupied by families receiving assistance through HPRP.

5.2 **Habitability Standards.** HPRP funds utilized to provide Financial Assistance for a housing unit into which a program participant will be moving shall be inspected, by the County, according to the habitability standards required by Appendix C of the HPRP notice. (1) Organization shall notify the County when such an inspection is required. (2) Organization shall give County 48 hours notice of said inspection need. (3) Organization shall be charged a fee for said inspection at an hourly rate of \$58.23, subject to change upon written notification from the County. (a) Inspection fee will be automatically drawn from Organization's dedicated Rental Assistance grant fund. (b) An inspection sheet, indicating whether the unit passed or failed, will be provided to Organization within 24 hours of the inspection completion. (4) Units requiring an inspection shall be inspected on an annual basis for the duration of time the unit is receiving HPRP assistance, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (5) If a unit has a change of tenancy and the new tenant is to receive HPRP Financial Assistance for the unit, Organization shall have the unit re-inspected, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (6) Organization shall keep a record of inspections for units receiving HPRP funding.

5.3 **Lease Agreement.** Organization agrees to verify a lease agreement exists in the program participant's name prior to any disbursement of HPRP funds to the appropriate third party.

6. DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.

6.1 **Quarterly Reports.** Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of HPRP, including an estimate of the number of jobs created and/or retained by HPRP funds as well as any other information that is requested.

6.2 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of HPRP during or after the completion of the program.

6.3 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).

6.4 **Federal Reporting.** Organization shall register with FederalReporting.gov and obtain a valid Federal Reporting PIN required for submitting quarterly and annual reports.

6.5 **HMIS.** Organization shall participate in a local Homeless Management Information System ("HMIS") and to collect and report program participant-level information. (1) Domestic Violence providers may report on a HMIS comparable database to meet the standards set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule.

6.6 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to

report the number of jobs created with HPRP funds in the quarterly report to be provided to County.

6.7 **General Records.** Organization will keep and maintain all project records, books, papers and documents for a period of not less than four years after the project terminates and grants County the option of retention of the project records, books, papers and documents. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

6.8 **Privacy Procedures.** The Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.

6.9 **Audit Provision.** Organization agrees to provide to County at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of HPRP Grant Funds for Fiscal Year 2009/2010 to be delivered to County by September 30, 2010 and for Fiscal Year 2010-2011 to be delivered to County by September 30, 2011.

7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

7.1 **General Indemnification.** Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

8. NON-DISCRIMINATION & EQUAL OPPORTUNITY

8.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex: (1) Organization agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations. (2) Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (3) Organization will, in all solicitations or advertisements for employees placed by or on behalf of Organization, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law. (4) If the procedures that the grantee intends to use to make known the availability of the rental assistance and services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such rental assistance and services, the grantee must establish additional procedures that will ensure that such persons are made aware of the rental assistance and services.

8.2 Equal Participation of Religious Organizations. Under HPRP, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct HPRP funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide HPRP-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a HPRP-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the HPRP program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

9. CONFLICTS OF INTEREST.

9.1 **Hatch Act Incorporated.** Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).

9.2 **Conflict of Interest.** Organization shall comply with 24 CFR 84.42. With respect to all other decisions involving the use of HPRP funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

9.3 **Lobbying and Disclosure Requirements.** The disclosure requirements and prohibitions of section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990 (31 U.S.C. 1352) (the Byrd Amendment), and implementing regulations at 24 CFR part 87, apply to HPRP. Organization must disclose, using Standard Form LLL (SF-LLL), "Disclosure of Lobbying Activities," any funds, other than federally appropriated funds, that will be or have been used to influence federal employees, members of Congress, or congressional staff regarding specific grants or contracts.

10. DRUG-FREE WORK PLACE.

10.1 **Drug-free Workplace.** Organization will maintain a drug free work place and will comply The Drug-Free Workplace Act of 1988 (41 U.S.C. 701, et seq.) and HUD's implementing regulations at 24 CFR part 21 apply to HPRP.

11. TERMINATION OF SERVICES & REVERSION OF ASSETS.

11.1 **Termination of Program Participant Services.** Organization may terminate assistance to a program participant who violates program requirements. Assistance to a program participant(s) whose assistance was previously terminated may be re-instated if said participant's eligibility is re-determined. In terminating assistance to a program participant, Organization must: (1) Issue a warning letter that further failure to comply with such requirements will result in termination of the program; (2) Provide a formal process that recognizes the rights of individuals receiving assistance to due process of law with a written notice that includes: (a) A clear statement of the reasons for termination; (b) A review of the decision, in which the program participant is given the opportunity to present written or oral

objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; (c) Prompt written notice of the final decision to the program participant.

11.2 Termination of Contract and Reversion of Assets. It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any HPRP funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of HPRP funds.

11.3 Insolvency. If the Organization becomes insolvent, all unused HPRP funds shall be returned to the County for disposition.

12. GENERAL TERMS AND CONDITIONS.

12.1 Assignment. Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.

12.2 Amendment. No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

12.3 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

12.4 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed

against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

12.5 **Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Organization or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Department of Planning and Community Development
Attention: Kirk Ford, Director, HPRP Program
1010 Tenth Street, Suite 3400
Modesto, CA 95354


To Organization: The Salvation Army (Modesto Citadel)
Attention: Ron Strickland, Treasurer
P.O. Box 1663
Modesto, CA 95353

12.6 **Governing Law and Venue.** This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.


12.7 **Authorization.** The Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

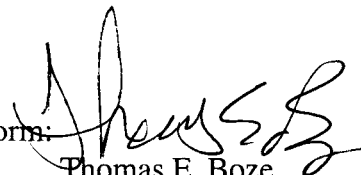
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

By: 
Kirk Ford, Director
Planning and Community Development
"County"

THE SALVATION ARMY

By: 
Ron Strickland, Treasurer
The Salvation Army
"Organization"

Approved as to Form: 
Thomas E. Boze
Deputy County Counsel
"County"


Attest: 
Michael J. Woodruff, Secretary
The Salvation Army
"Organization"

EXHIBIT "A"

Stanislaus County Department of Planning and Community Development
1010 10th Street, Suite 3400
Modesto, California 95354

HOMELESSNESS PREVENTION & RAPID RE-HOUSING PROGRAM

Agency: The Salvation Army
625 I Street (95354)
P.O. Box 1663 (95353)
Modesto, CA

Contact person: Debra Qualls 209-522-3209

email: debra.qualls@usw.salvationarmy.org

Program: The Salvation Army Transitional Living Programs, 320 Ninth Street, Modesto, CA 95354
209-525-8954, Jerry Morris, Director of Homeless Services
email: jerry.morris@usw.salvationarmy.org

Project: Permanent Housing

Project Description

The Salvation Army Modesto Citadel operates The Salvation Army Haig and Isabel Berberian Homeless Shelter and Transitional Living Center located at 320 Ninth Street. Services provided at the center are year around emergency night shelter and transitional living programs designed to help participating clients meet the three goals as set by the HUD: 1) obtain and remain in permanent housing; 2) increase their skills and/or income; and 3) achieve greater self-determination. The transitional housing program have 2 components: Transitional Housing and VA Per Diem Transitional Housing. These program components provide a total of 40 beds as a "next step" in the continuum of care for homeless adults who have stabilized in the emergency shelter or another facility and are committed to moving towards self-sufficiency and permanent housing. Of the 40-beds in the transitional housing program 20 are dedicated to homeless veterans (16 men and 4 women). The remainder of beds is dedicated to the non-VA Transitional Housing (14 men and 6 women). These programs consist of case management and supportive services to assist the clients in accomplishing these goals. Each client enrolled in the transitional programs will be allowed 24 months to complete their goals and move into permanent housing.

The project for the Homeless Prevention and Rapid Re-Housing funding will be instrumental in helping to provide permanent housing for the "graduating" clients of our programs. It is our intention to use 100% of the funding to assist in Rapid Re-housing assistance for the clients of The Salvation Army Transitional Living Center. Families and individuals that come to us and are in need of rental assistance to remain in their homes will be referred to Community Housing and Shelter Services.

Each client nearing "graduation" will be assisted in locating and securing a home. With funds from HPRP, we will support each client with the security deposits, rent assistance, utility deposits and utility payments.

Assistance with securing and remaining in the home will be done with assessments and evaluations of the individual client on a case by case situation to determine terms of assistance. Short Term Rental Assistance will be used to help them obtain and remain in rental units they select and will not exceed rental cost over a period of 3 months. Monthly appointments with each client will be conducted by the case manager. Clients will be re-evaluated after three months to determine if assistance for additional months are needed and will



HPRP PROPOSED BUDGET FY 2009-2011

EXHIBIT B

Organization: Salvation Army Project Activity: HPRP

Project Activity # _____ Date: _____

BUDGET AND PROGRAM OBJECTIVE NOTES

Program goal is to stably house 9 individuals by the end of the program (Sept. 30, 2011). This goal was based off of an average rental price of \$695 for a one bedroom unit multiplied by an average term of rental assistance of 10 months which is an average of \$6,950 per individual. The total combined amount of proposed rental assistance and rental arrears was then divided by this number.

SALARY

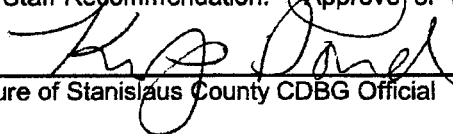
Staff (up to 12-15% of total allocation)	\$	<u>14,212</u>	\$	<u>14,212</u>
Fringe (up to 1.5% of total allocation)	\$	_____	\$	_____
Travel/Mileage (up to 1.5% of allocation)	\$	_____	\$	_____
Subtotal	\$	<u>14,212</u>	\$	<u>14,212</u>

HOMELESS PREVENTION & RAPID RE-HOUSING

Tenant Counseling Classes	\$	_____	\$	_____
Outreach Supplies	\$	<u>1,000</u>	\$	<u>1,000</u>
Rental Arrears	\$	_____	\$	_____
Utility Arrears	\$	_____	\$	_____
Rental Assistance	\$	<u>65,038</u>	\$	<u>65,038</u>
Utility Assistance	\$	<u>15,000</u>	\$	<u>15,000</u>
Moving Assistance	\$	<u>2,500</u>	\$	<u>2,500</u>
Motel/Hotel Vouchers	\$	_____	\$	_____
Legal Fees	\$	_____	\$	_____
Subtotal	\$	<u>83,538</u>	\$	<u>83,538</u>
TOTAL	\$	<u>97,750</u>	\$	<u>97,750</u>

Signature of Project Director or Authorized Person is required

TO BE COMPLETED BY CDBG MONITORING STAFF
CDBG Staff Recommendation: Approve or Deny (Circle one)


Signature of Stanislaus County CDBG Official



DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

1010 10TH Street, Suite 3400, Modesto, CA 95354
Phone: 209.525.6330 Fax: 209.525.5911

August 3, 2010

Suzi Seibert
Deputy Clerk

The enclosed original Amended "HPRP AGREEMENT" are for your records. I have enclosed one completely signed Agreement for each of the following non-profit agencies:

1. Children's Crisis Center
2. Community Housing and Shelter Services
3. Interfaith Ministries
4. We Care Program
5. Salvation Army

Reference Board Resolution #2009-305.

Thank you.

Roxanne Hubbs
Staff Services Technician
Planning Department
525-5926
hubbsr@mail.co.stanislaus.ca.us

BOARD OF SUPERVISORS
2010 AUG -5 P 12:10

AMENDED HPRP AGREEMENT

This AGREEMENT AMENDMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Homeless Prevention & Rapid Re-housing Program (hereinafter referred to as "County") and the CHILDREN'S CRISIS CENTER OF STANISLAUS COUNTY (hereinafter referred to as "Organization") on June 15, 2010.

Whereas, the Homeless Prevention and Rapid Re-Housing Program requires the sharing of administration program funds with all sub-grantees, and the adopted program budget by the Stanislaus County Board of Supervisors Resolution No. 2009-305 did not include such shared administrative program funds and; Whereas, the U.S. Department of Housing and Urban Development have published revised guidelines regarding the use of HPRP grant funds; NOW, THEREFORE, the parties hereto do mutually agree to amend the HPRP Agreement, executed between Organization and Agency on September 30, 2009, as follows:

2. COMPENSATION.

2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$175,177, with a cap on salary related expenses of \$26,138, and a total of \$2,921 for program supplies, for full performance of the services specified under the September 30, 2009 Agreement, and Attachment A "Amended Budget" which is attached to this Agreement and incorporated herein by reference.

3. USE OF FUNDS.

3.4 **Program Income.** Program income derived from the project, if any, shall be re-distributed to the Organization's HPRP fund or to County for redistribution in HPRP. Rental or utility deposits paid to a third party on behalf of the program participant shall be treated as follows: (1) For rental units vacated by program participants prior to September 30, 2011, rental deposits shall be returned to Organization. Such deposit funds shall be treated as program income and utilized for HPRP financial assistance activities. Organization shall notify County when such funds are utilized for financial assistance activities, and shall specify activity type and program participant data associated with program income use. (2) For rental units vacated by program participants after September 30, 2011, rental deposits shall be returned to the program participant listed on the lease agreement.


The Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment on the day and year first hereinabove written.

COUNTY OF STANISLAUS

CHILDREN'S CRISIS CENTER OF STANISLAUS COUNTY

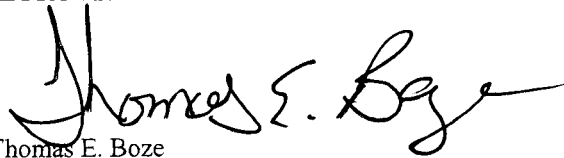
By: 
Kirk Ford, Director
Planning and Community Development

By: 
Colleen Garofa
Executive Director

"County"

"Organization"

APPROVED AS TO FORM:


Thomas E. Boze
Deputy County Counsel



ATTACHMENT A
AMENDED HPRP BUDGET
FY 2009-2011

Organization: Children's Crisis Center

Project Activity: HPRP

Project Activity # 266-270,282

Date: 15-Jun-10

BUDGET AMENDMENT NOTES

Budget is being amended to add \$921 to grant for purchase of program supplies.

<u>Budget Categories</u>	<u>Proposed Budget Amounts</u>	<u>County Approved Budget Amounts</u>
QUARTERLY		
Staff (up to 12-15% of total allocation)	\$ <u>26,138</u>	\$ <u>26,138</u>
Fringe (up to 1.5% of total allocation)	\$ _____	\$ _____
Travel/Mileage(up to 1.5% of allocation)	\$ _____	\$ _____
Program/Outreach Supplies	\$ <u>2,000</u>	\$ <u>2,921</u>
Subtotal	\$ <u>28,138</u>	\$ <u>29,059</u>
FINANCIAL ASSISTANCE		
Tenant Counseling Classes	\$ <u>0</u>	\$ _____
Rental Arrears	\$ <u>46,778</u>	\$ <u>46,778</u>
Utility Arrears	\$ <u>25,200</u>	\$ <u>25,200</u>
Rental Assistance	\$ <u>49,390</u>	\$ <u>49,390</u>
Utility Assistance	\$ <u>16,800</u>	\$ <u>16,800</u>
Moving Assistance	\$ <u>750</u>	\$ <u>750</u>
Motel/Hotel Vouchers	\$ <u>7,200</u>	\$ <u>7,200</u>
Legal Fees	\$ <u>0</u>	\$ _____
Subtotal	\$ <u>146,118</u>	\$ <u>146,118</u>
TOTAL	\$ <u>174,256</u>	\$ <u>175,177</u>

Signature of Project Director or Authorized Person is required

TO BE COMPLETED BY CDBG MONITORING STAFF

CDBG Staff Recommendation: Approve or Deny (Circle one)

Signature of Stanislaus County CDBG Official

AMENDED HPRP AGREEMENT

This AGREEMENT AMENDMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Homeless Prevention & Rapid Re-housing Program (hereinafter referred to as "County") and the COMMUNITY HOUSING & SHELTER SERVICES (hereinafter referred to as "Organization") on June 15, 2010.

Whereas, the Homeless Prevention and Rapid Re-Housing Program requires the sharing of administration program funds with all sub-grantees, and the adopted program budget by the Stanislaus County Board of Supervisors Resolution No. 2009-305 did not include such shared administrative program funds and; Whereas, the U.S. Department of Housing and Urban Development have published revised guidelines regarding the use of HPRP grant funds; NOW, THEREFORE, the parties hereto do mutually agree to amend the HPRP Agreement, executed between Organization and Agency on September 30, 2009, as follows:

2. COMPENSATION.

2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$429,537, with a cap on salary related expenses of \$57,684, and a total of \$7,251 for program supplies, for full performance of the services specified under the September 30, 2009 Agreement, and Attachment A "Amended Budget" which is attached to this Agreement and incorporated herein by reference.

3. USE OF FUNDS.

3.4 **Program Income.** Program income derived from the project, if any, shall be re-distributed to the Organization's HPRP fund or to County for redistribution in HPRP. Rental or utility deposits paid to a third party on behalf of the program participant shall be treated as follows: (1) For rental units vacated by program participants prior to September 30, 2011, rental deposits shall be returned to Organization. Such deposit funds shall be treated as program income and utilized for HPRP financial assistance activities. Organization shall notify County when such funds are utilized for financial assistance activities, and shall specify activity type and program participant data associated with program income use. (2) For rental units vacated by program participants after September 30, 2011, rental deposits shall be returned to the program participant listed on the lease agreement.

The Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment on the day and year first hereinabove written.

COUNTY OF STANISLAUS

COMMUNITY HOUSING & SHELTER SERVICES

By: 

By: 

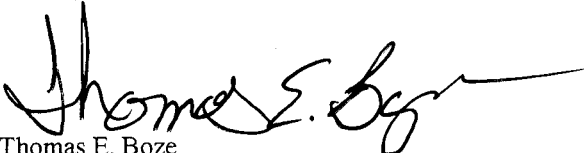
Kirk Ford, Director
Planning and Community Development

Karen Cosner, Executive Director
Community Housing & Shelter Services

"County"

"Organization"

APPROVED AS TO FORM:


Thomas E. Boze
Deputy County Counsel



ATTACHMENT A
AMENDED HPRP BUDGET
FY 2009-2011

Organization: CHSS Project Activity: HPRP

Project Activity # 266,267, 268, 269, 270, 282 Date: 15-Jun-10

BUDGET AMENDMENT NOTES

Budget is being amended to add \$2,251 to grant for purchase of program supplies.

<u>Budget Categories</u>	<u>Proposed Budget Amounts</u>	<u>County Approved Budget Amounts</u>
QUARTERLY		
Staff (up to 12-15% of total allocation)	\$ <u>64,093</u>	\$ <u>51,275</u>
Fringe (up to 1.5% of total allocation)	\$ <u>6,409</u>	\$ <u>6,409</u>
Travel/Mileage(up to 1.5% of allocation)	\$ <u>6,409</u>	\$ <u>6,409</u>
Program/Outreach Supplies	\$ <u>5,000</u>	\$ <u>7,251</u>
Subtotal	\$ <u>81,911</u>	\$ <u>71,344</u>
FINANCIAL ASSISTANCE		
Tenant Counseling Classess	\$ _____	\$ _____
Rental Arrears	\$ <u>48,000</u>	\$ <u>48,000</u>
Utility Arrears	\$ <u>15,792</u>	\$ <u>15,792</u>
Rental Assistance	\$ <u>233,583</u>	\$ <u>246,401</u>
Utility Assistance	\$ <u>18,000</u>	\$ <u>18,000</u>
Moving Assistance	\$ _____	\$ _____
Motel/Hotel Vouchers	\$ <u>30,000</u>	\$ <u>30,000</u>
Legal Fees	\$ _____	\$ _____
Subtotal	\$ <u>345,375</u>	\$ <u>358,193</u>
TOTAL	\$ <u>427,286</u>	\$ <u>429,537</u>

Signature of Project Director or Authorized Person is required

TO BE COMPLETED BY CDBG MONITORING STAFF
CDBG Staff Recommendation: Approve or Deny (Circle one)

Signature of Stanislaus County CDBG Official

AMENDED HPRP AGREEMENT

This AGREEMENT AMENDMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Homeless Prevention & Rapid Re-housing Program (hereinafter referred to as "County") and the INTER-FAITH MINISTRIES OF STANISLAUS COUNTY (hereinafter referred to as "Organization") on June 15, 2010.

Whereas, the Homeless Prevention and Rapid Re-Housing Program requires the sharing of administration program funds with all sub-grantees, and the adopted program budget by the Stanislaus County Board of Supervisors Resolution No. 2009-305 did not include such shared administrative program funds and; Whereas, the U.S. Department of Housing and Urban Development have published revised guidelines regarding the use of HPRP grant funds; NOW, THEREFORE, the parties hereto do mutually agree to amend the HPRP Agreement, executed between Organization and Agency on September 30, 2009, as follows:

2. COMPENSATION.

2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$134,058, with a cap on salary related expenses of \$18,700, and a total of \$716 for program supplies, for full performance of the services specified under the September 30, 2009 Agreement, and Attachment A "Amended Budget" which is attached to this Agreement and incorporated herein by reference.

3. USE OF FUNDS.

3.4 **Program Income.** Program income derived from the project, if any, shall be re-distributed to the Organization's HPRP fund or to County for redistribution in HPRP. Rental or utility deposits paid to a third party on behalf of the program participant shall be treated as follows: (1) For rental units vacated by program participants prior to September 30, 2011, rental deposits shall be returned to Organization. Such deposit funds shall be treated as program income and utilized for HPRP financial assistance activities. Organization shall notify County when such funds are utilized for financial assistance activities, and shall specify activity type and program participant data associated with program income use. (2) For rental units vacated by program participants after September 30, 2011, rental deposits shall be returned to the program participant listed on the lease agreement.

The Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment on the day and year first hereinabove written.

COUNTY OF STANISLAUS

INTER-FAITH MINISTRIES OF STANISLAUS COUNTY

By: 

By: 

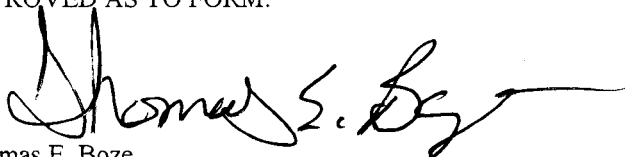
Kirk Ford, Director
Planning and Community Development

Lynis Chaffey
Executive Director

"County"

"Organization"

APPROVED AS TO FORM:



Thomas E. Boze
Deputy County Counsel



**ATTACHMENT A
AMENDED HPRP BUDGET
FY 2009-2011**

Organization: Inter Faith Ministries Project Activity: HPRP

Project Activity # 276, 279, 283 Date: 15-Jun-10

BUDGET AMENDMENT NOTES

Budget is being amended to add \$716 to grant for purchase of program supplies.

QUARTERLY

Staff (up to 12-15% of total allocation)	\$ <u>18,700</u>	\$ <u>18,700</u>
Fringe (up to 1.5% of total allocation)	\$ _____	\$ _____
Travel/Mileage(up to 1.5% of allocation)	\$ <u>1,300</u>	\$ <u>1,300</u>
Program/Outreach Supplies	\$ _____	\$ <u>716</u>
Subtotal	\$ <u>20,000</u>	\$ <u>20,716</u>

FINANCIAL ASSISTANCE

Tenant Counseling Classes	\$ <u>1,000</u>	\$ <u>1,000</u>
Rental Arrears	\$ <u>2,000</u>	\$ <u>2,000</u>
Utility Arrears	\$ <u>8,000</u>	\$ <u>8,000</u>
Rental Assistance	\$ <u>90,000</u>	\$ <u>90,000</u>
Utility Assistance	\$ <u>10,000</u>	\$ <u>10,000</u>
Moving Assistance	\$ <u>1,342</u>	\$ <u>1,342</u>
Motel/Hotel Vouchers	\$ _____	\$ _____
Legal Fees	\$ <u>1,000</u>	\$ <u>1,000</u>
Subtotal	\$ <u>113,342</u>	\$ <u>113,342</u>
TOTAL	\$ <u>133,342</u>	\$ <u>134,058</u>

Heather Chaffey

Signature of Project Director or Authorized Person is required

TO BE COMPLETED BY CDBG MONITORING STAFF
CDBG Staff Recommendation: Approve or Deny (Circle one)

R. J. Daniel

Signature of Stanislaus County CDBG Official

AMENDED HPRP AGREEMENT

This AGREEMENT AMENDMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Homeless Prevention & Rapid Re-housing Program (hereinafter referred to as "County") and the SALVATION ARMY (MODESTO CITADEL) (hereinafter referred to as "Organization") on June 15, 2010.

Whereas, the Homeless Prevention and Rapid Re-Housing Program requires the sharing of administration program funds with all sub-grantees, and the adopted program budget by the Stanislaus County Board of Supervisors Resolution No. 2009-305 did not include such shared administrative program funds and; Whereas, the U.S. Department of Housing and Urban Development have published revised guidelines regarding the use of HPRP grant funds; NOW, THEREFORE, the parties hereto do mutually agree to amend the HPRP Agreement, executed between Organization and Agency on September 30, 2009, as follows:

2. COMPENSATION.

2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$98,262, with a cap on salary related expenses of \$14,212, and a total of \$512 for program supplies, for full performance of the services specified under the September 30, 2009 Agreement, and Attachment A "Amended Budget" which is attached to this Agreement and incorporated herein by reference.

3. USE OF FUNDS.


3.4 **Program Income.** Program income derived from the project, if any, shall be re-distributed to the Organization's HPRP fund or to County for redistribution in HPRP. Rental or utility deposits paid to a third party on behalf of the program participant shall be treated as follows: (1) For rental units vacated by program participants prior to September 30, 2011, rental deposits shall be returned to Organization. Such deposit funds shall be treated as program income and utilized for HPRP financial assistance activities. Organization shall notify County when such funds are utilized for financial assistance activities, and shall specify activity type and program participant data associated with program income use. (2) For rental units vacated by program participants after September 30, 2011, rental deposits shall be returned to the program participant listed on the lease agreement.


The Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment on the day and year first hereinabove written.

COUNTY OF STANISLAUS

THE SALVATION ARMY MODESTO CITADEL

By: 
Kirk Ford, Director
Planning and Community Development

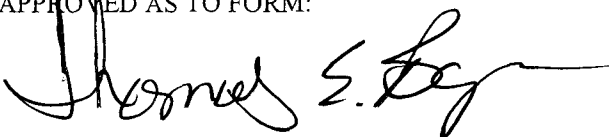
By: 
Ron Strickland, Treasurer
The Salvation Army

Attest: 
William S. Raihl Assistant Secretary

"County"

"Organization"

APPROVED AS TO FORM:


Thomas E. Boze
Deputy County Counsel



ATTACHMENT A
AMENDED HPRP BUDGET
FY 2009-2011

Organization: Salvation Army Modesto Citadel Project Activity: HPRP

Project Activity # 281, 284, 285, 287 Date: 15-Jun-10

BUDGET AMENDMENT NOTES

Budget is being amended to add \$512 to grant for purchase of program supplies.

QUARTERLY

Staff (up to 12-15% of total allocation)	\$ <u>14,212</u>	\$ <u>14,212</u>
Fringe (up to 1.5% of total allocation)	\$ _____	\$ _____
Travel/Mileage(up to 1.5% of allocation)	\$ _____	\$ _____
Program/Outreach Supplies	\$ <u>1,000</u>	\$ <u>1,512</u>
Subtotal	\$ <u>15,212</u>	\$ <u>15,724</u>

FINANCIAL ASSISTANCE

Tenant Counseling Classes	\$ _____	\$ _____
Rental Arrears	\$ _____	\$ _____
Utility Arrears	\$ _____	\$ _____
Rental Assistance	\$ <u>65,038</u>	\$ <u>65,038</u>
Utility Assistance	\$ <u>15,000</u>	\$ <u>15,000</u>
Moving Assistance	\$ <u>2,500</u>	\$ <u>2,500</u>
Motel/Hotel Vouchers	\$ _____	\$ _____
Legal Fees	\$ _____	\$ _____
Subtotal	\$ <u>82,538</u>	\$ <u>82,538</u>
TOTAL	\$ <u>97,750</u>	\$ <u>98,262</u>

Signature of Project Director or Authorized Person is required

TO BE COMPLETED BY CDBG MONITORING STAFF
CDBG Staff Recommendation: Approve or Deny (Circle one)

Signature of Stanislaus County CDBG Official

AMENDED HPRP AGREEMENT

This AGREEMENT AMENDMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Homeless Prevention & Rapid Re-housing Program (hereinafter referred to as "County") and the WE CARE OF TURLOCK (hereinafter referred to as "Organization") on June 15, 2010.

Whereas, the Homeless Prevention and Rapid Re-Housing Program requires the sharing of administration program funds with all sub-grantees, and the adopted program budget by the Stanislaus County Board of Supervisors Resolution No. 2009-305 did not include such shared administrative program funds and; Whereas, the U.S. Department of Housing and Urban Development have published revised guidelines regarding the use of HPRP grant funds; NOW, THEREFORE, the parties hereto do mutually agree to amend the HPRP Agreement, executed between Organization and Agency on September 30, 2009, as follows:

2. COMPENSATION.

2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$140,087, with a cap on salary related expenses of \$20,905, and a total of \$1,216 for program supplies, for full performance of the services specified under the September 30, 2009 Agreement, and Attachment A "Amended Budget" which is attached to this Agreement and incorporated herein by reference.

3. USE OF FUNDS.

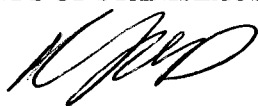
3.4 **Program Income.** Program income derived from the project, if any, shall be re-distributed to the Organization's HPRP fund or to County for redistribution in HPRP. Rental or utility deposits paid to a third party on behalf of the program participant shall be treated as follows: (1) For rental units vacated by program participants prior to September 30, 2011, rental deposits shall be returned to Organization. Such deposit funds shall be treated as program income and utilized for HPRP financial assistance activities. Organization shall notify County when such funds are utilized for financial assistance activities, and shall specify activity type and program participant data associated with program income use. (2) For rental units vacated by program participants after September 30, 2011, rental deposits shall be returned to the program participant listed on the lease agreement.

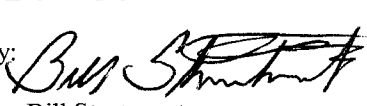
The Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment on the day and year first hereinabove written.

COUNTY OF STANISLAUS

WE CARE OF TURLOCK

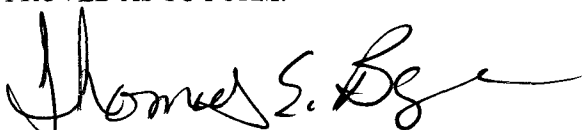
By: 
Kirk Ford, Director
Planning and Community Development

By: 
Bill Sturtevant
Executive Director

"County"

"Organization"

APPROVED AS TO FORM:


Thomas E. Boze
Deputy County Counsel



**ATTACHMENT A
AMENDED HPRP BUDGET
FY 2009-2011**

Organization: We Care of Turlock Project Activity: HPRP

Project Activity # 286, 288, 289, 290 Date: 15-Jun-10

BUDGET AMENDMENT NOTES

Budget is being amended to add \$716 to grant for purchase of program supplies.

QUARTERLY

Staff (up to 12-15% of total allocation)	\$ <u>20,905</u>	\$ <u>20,905</u>
Fringe (up to 1.5% of total allocation)	\$ _____	\$ _____
Travel/Mileage(up to 1.5% of allocation)	\$ _____	\$ _____
Program/Outreach Supplies	\$ <u>500</u>	\$ <u>1,216</u>
Subtotal	\$ <u>21,405</u>	\$ <u>22,121</u>

FINANCIAL ASSISTANCE

Tenant Counseling Classes	\$ <u>500</u>	\$ <u>500</u>
Rental Arrears	\$ <u>3,000</u>	\$ <u>3,000</u>
Utility Arrears	\$ <u>2,500</u>	\$ <u>2,500</u>
Rental Assistance	\$ <u>90,350</u>	\$ <u>90,350</u>
Utility Assistance	\$ <u>18,616</u>	\$ <u>18,616</u>
Moving Assistance	\$ <u>1,500</u>	\$ <u>1,500</u>
Motel/Hotel Vouchers	\$ _____	\$ _____
Legal Fees	\$ <u>1,500</u>	\$ <u>1,500</u>
Subtotal	\$ <u>117,966</u>	\$ <u>117,966</u>
TOTAL	\$ <u>139,371</u>	\$ <u>140,087</u>

Bill Spitzer

Signature of Project Director or Authorized Person **is required**

TO BE COMPLETED BY CDBG MONITORING STAFF

CDBG Staff Recommendation: Approve or Deny (Circle one)

R. David

Signature of Stanislaus County CDBG Official



DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

1010 10TH Street, Suite 3400, Modesto, CA 95354
Phone: 209.525.6330 Fax: 209.525.5911

June 25, 2012

Suzi Seibert
Deputy Clerk

The enclosed original Amended "HPRP AGREEMENT" is for your records. I have enclosed one completely signed Agreement for the following non-profit agency:

1. We Care Program

Reference Board Resolution #2009-305.

Thank you.

Roxanne Hubbs
Staff Services Technician
Planning Department
525-5926
hubbsr@mail.co.stanislaus.ca.us

BOARD OF SUPERVISORS
2012 JUN 25 A 11:51

AMENDED HPRP AGREEMENT

This AGREEMENT AMENDMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Homeless Prevention & Rapid Re-housing Program (hereinafter referred to as "County") and WE CARE OF TURLOCK (hereinafter referred to as "Organization") on June 8, 2012.

WHEREAS, due to unspent County HPRP funds, and due to the need to spend down 100% of grant funds by August 7, 2012; and WHEREAS, Section 2.1 – Grant Amount Awarded of the Homeless Prevention and Rapid Re-Housing Program Agreement is being revised;

NOW, THEREFORE, the parties hereto do mutually agree to amend the HPRP Agreement, executed between Organization and Agency on September 30, 2009, as follows:

- 1. Paragraph 2.1, Compensation Grant Amount Awarded, is amended to read as follows:

2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$239,977.55, which is an increase of \$6,010.11, with a cap on salary related expenses of \$39,829.92, for full performance of the services specified under the September 30, 2009, Agreement, and Attachment A "Amended Budget" which is attached to this Amended Agreement and incorporated herein by reference.

- 2. The Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment on the day and year first hereinabove written.

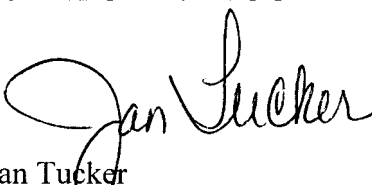
COUNTY OF STANISLAUS

WE CARE OF TURLOCK

By:


Angela Freitas, Interim Director
Planning and Community Development

By:


Jan Tucker
Executive Director

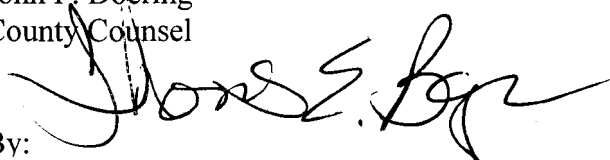
"County"

"Organization"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By:


Thomas E. Boze
Deputy County Counsel



**ATTACHMENT A
AMENDED HPRP BUDGET
FY 2009-2012**

Organization: We Care of Turlock HPRP

Project Activity # 288-290,379-380 7-Mar-12

BUDGET AMENDMENT:

Budget is being amended to allow for an additional \$6010.11 in FA HPRP funds being redistributed from Stanislaus County and to redistribute funds from salary to FA (\$7,000) due to the 100% spend down deadline of August 7, 2012 (which is many months sooner than originally anticipated).

<u>Budget Categories</u>	<u>Original/Current Budget</u>	<u>Revised Budget Amounts</u>	<u>Remaining Balance</u>
SALARY			
Staff (up to 12-15% of total allocation)	\$ _____	\$ _____	\$ _____
Fringe (up to 1.5% of total allocation)	\$ _____	\$ _____	\$ _____
Travel/Mileage	\$ _____	\$ _____	\$ _____
Program Supplies	\$ _____	\$ _____	\$ _____
(Admin) Supplies	\$ _____	\$ _____	\$ _____
Subtotal	\$ 46,829.92	\$ 39,829.92	\$ 6,267.37
FINANCIAL ASSISTANCE			
Rental Arrears	\$ _____	\$ _____	\$ _____
Utility Arrears	\$ _____	\$ _____	\$ _____
Rental Assistance	\$ _____	\$ _____	\$ _____
Utility Assistance	\$ _____	\$ _____	\$ _____
Moving Assistance	\$ _____	\$ _____	\$ _____
Motel/Hotel Vouchers	\$ _____	\$ _____	\$ _____
Tenant Counseling Classes	\$ _____	\$ _____	\$ _____
Legal Fees	\$ _____	\$ _____	\$ _____
Subtotal	\$ 187,137.52	\$ 200,147.63	\$ 35,810.40
TOTAL	\$ 233,967.44	\$ 239,977.55	\$ 42,077.77

Signature of Project Director or Authorized Person is required

6/10/12

TO BE COMPLETED BY CDBG MONITORING STAFF
CDBG Staff Recommendation: Approve or Deny (Circle one)

Signature of Stanislaus County CDBG Official

6/12/12



DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

1010 10TH Street, Suite 3400, Modesto, CA 95354
Phone: 209.525.6330 Fax: 209.525.5911

July 3, 2012

Suzi Seibert
Deputy Clerk

The enclosed original Amended "HPRP AGREEMENT" is for your records. There is also enclosed one completely signed Agreement for the following non-profit agency:

1. Children's Crisis Center

Reference Board Resolution #2009-305.

Thank you.

Roxanne Hubbs
Staff Services Technician
Planning Department
525-5926
hubbsr@stancounty.com

BOARD OF SUPERVISORS
2012 JUL - 5 A 10: 31

AMENDED HPRP AGREEMENT

This AGREEMENT AMENDMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Homeless Prevention & Rapid Re-housing Program (hereinafter referred to as "County") and the CHILDREN'S CRISIS CENTER OF STANISLAUS COUNTY (hereinafter referred to as "Organization") on June 8, 2012.

WHEREAS, due to unspent County HPRP funds, and due to the need to spend down 100% of grant funds by August 7, 2012; and WHEREAS, Section 2.1 – Grant Amount Awarded of the Homeless Prevention and Rapid Re-Housing Program Agreement is being revised;

NOW, THEREFORE, the parties hereto do mutually agree to amend the HPRP Agreement, executed between Organization and Agency on September 30, 2009, as follows:

- 1. Paragraph 2.1, Compensation Grant Amount Awarded, is amended to read as follows:


2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$239,977.55, which is an increase of \$6,010.11, with a cap on salary related expenses of \$39,829.92, for full performance of the services specified under the September 30, 2009, Agreement, and Attachment A "Amended Budget" which is attached to this Amended Agreement and incorporated herein by reference.


- 2. The Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment on the day and year first hereinabove written.

COUNTY OF STANISLAUS

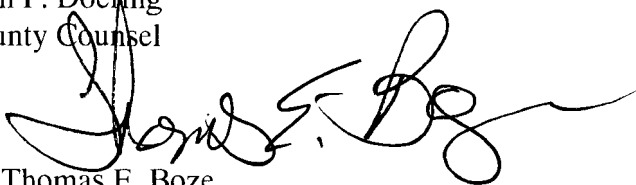
CHILDREN'S CRISIS CENTER OF STANISLAUS COUNTY

By: 
Angela Freitas, Interim Director
Planning and Community Development
"County"

By: 
Colleen Garcia
Executive Director
"Organization"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel



**ATTACHMENT A
AMENDED HPRP BUDGET
FY 2009-2012**

Organization: Children's Crisis Center HPRP

Project Activity # 266-270,282 7-Jun-12

BUDGET AMENDMENT:

Budget is being amended to allow for an additional \$6010.11 in FA HPRP funds and \$6,195.38 in Salary funds being redistributed from Stanislaus County (total \$12,205.49 to be redistributed from County) and to redistribute funds from salary to FA (\$21,708.02) due to the 100% spend down deadline of August 7, 2012 (which is many months sooner than originally anticipated).

<u>Budget Categories</u>	<u>Original/Current Budget</u>	<u>Revised Budget Amounts</u>	<u>Remaining Balance</u>
SALARY			
Staff (up to 12-15% of total allocation)	\$ _____	\$ _____	\$ _____
Fringe (up to 1.5% of total allocation)	\$ _____	\$ _____	\$ _____
Travel/Mileage	\$ _____	\$ _____	\$ _____
Program Supplies	\$ _____	\$ _____	\$ _____
(Admin) Supplies	\$ _____	\$ _____	\$ _____
Subtotal	\$ 101,812.76	\$ 86,300.12	\$ 10,563.28
FINANCIAL ASSISTANCE			
Rental Arrears	\$ _____	\$ _____	\$ _____
Utility Arrears	\$ _____	\$ _____	\$ _____
Rental Assistance	\$ _____	\$ _____	\$ _____
Utility Assistance	\$ _____	\$ _____	\$ _____
Moving Assistance	\$ _____	\$ _____	\$ _____
Motel/Hotel Vouchers	\$ _____	\$ _____	\$ _____
Tenant Counseling Classes	\$ _____	\$ _____	\$ _____
Legal Fees	\$ _____	\$ _____	\$ _____
Subtotal	\$ 353,864.13	\$ 381,582.26	\$ 17,802.44
TOTAL	\$ 455,676.89	\$ 467,882.38	\$ 28,365.72

[Signature]
Signature of Project Director or Authorized Person is required

6-6-12

TO BE COMPLETED BY CDBG MONITORING STAFF
CDBG Staff Recommendation: Approve or Deny (Circle one)

[Signature]
Signature of Stanislaus County CDBG Official

6-7-12