

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 June 2, 2009

CEO Concur with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Close the 14-Day Comment Period and Consider Approval of the Amendment to the FY 2007-2012 Community Development Block Grant Consolidated Plan and the FY 2008-2009 Annual Action Plan to Incorporate the Community Development Block Grant - Recovery Act Funds (CDBG-R) in the Amount of \$669,134.00

STAFF RECOMMENDATIONS:

1. Close the 14-day public comment period for the CDBG-R Amendment to FY 2007-2012 Consolidated Plan and FY 2008-2009 Annual Action Plan.
2. Approve the Amendment to the Consolidated Plan FY 2007-2012 and Annual Action Plan FY 2008-2009 to incorporate \$669,134 in CDBG-R Funds.
3. Direct the Chief Executive Officer to sign the Application for Federal Assistance (SF-424), the Substantial Amendment, and the CDBG-R Certifications.
4. Authorize the Director of Planning and Community Development to execute the related CDBG-R program implementation agreements and contracts with Housing Authority of The County of Stanislaus and Project YES, not to exceed \$669,134.00.

FISCAL IMPACT:

U.S. Housing and Urban Development (HUD) allocation for the Stanislaus County Consortium to implement the new Recovery Act Funds (CDBG-R) in the amount of \$669,134.00. The Department of Planning and Community Development will administer the program for the County. Administrative costs are estimated to be approximately 10% (or \$66,913.00) 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. 2009-376

On motion of Supervisor Chiesa, Seconded by Supervisor Grover

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.

Close the 14-Day Comment Period and Consider Approval of the Amendment to the FY 2007-2012 Community Development Block Grant Consolidated Plan and the FY 2008-2009 Annual Action Plan to Incorporate the Community Development Block Grant - Recovery Act Funds (CDBG-R) in the Amount of \$669,134.00

Page 2

DISCUSSION:

The American Recovery and Reinvestment Act of 2009 (Recovery Act) appropriated \$1 billion in Community Development Block Grant (CDBG) funds to states and local governments to carry out, on an expedited basis, eligible activities under the Community Development Block Grant (CDBG) Program.

Pursuant to Recovery Act provisions, HUD is treating CDBG-R funds as a special allocation of CDBG funding. To receive CDBG-R funding, the County must prepare and submit a substantial amendment of its Consolidated Plan FY2007-2012 and Annual Action Plan FY 2008-2009 by June 5, 2009 along with a minimum 7-day public comment period.

Funding available under the Recovery Act has clear purposes – to stimulate the economy through measures that modernize the Nation’s infrastructure, improve energy efficiency, and expand educational opportunities. While a full range of CDBG activities are available to grantees, HUD strongly urges grantees to use CDBG-R funds for hard development costs associated with infrastructure activities that provide basic services to residents or activities that promote energy efficiency and conservation through rehabilitation or retrofitting of existing buildings.

Following the intent of the Recovery Act and HUD’s recommendations, Stanislaus County’s CDBG-R funds will be utilized to modernize and improve energy efficiency and expand educational opportunities within the housing industry. These services will be provided in the form of rehabilitation or the retrofitting of Neighborhood Stabilization Program (NSP) acquired units with solar systems and other related energy efficiency improvements. These improvements will help those impacted by the recession by reducing their energy costs and foster energy independence for first time home buyers.

The program will provide the opportunity to hire a minimum of seven (7) part-time interns to expand their exposure to the community development industry and acquire expertise to become employable within community development, redevelopment, and the related public and private housing sector of the community. The interns will be employees of Project YES.

The solar system and energy efficiency installations will employ a minimum of five (5) displaced workers over the next 24 months. In partnership with the Alliance WorkNet qualified workers will be retooled with the skills necessary to install solar systems and related energy efficiencies on NSP first time homebuyer ready units.

Close the 14-Day Comment Period and Consider Approval of the Amendment to the FY 2007-2012 Community Development Block Grant Consolidated Plan and the FY 2008-2009 Annual Action Plan to Incorporate the Community Development Block Grant - Recovery Act Funds (CDBG-R) in the Amount of \$669,134.00

Page 3

Funds will be tracked to ensure that a fair distribution on the energy efficiency improvements will occur within the Consortium as follows:

Area	Admin/Intern	Activity	Total
Stanislaus County	\$4,245.00 /\$44,000.00	\$ 228,845.00	\$ 277,090.00
City of Ceres	\$ 3,613.00	\$ 72,267.00	\$ 75,88.000
City of Newman	\$ 3,312.00	\$ 66,244.00	\$ 69,566.00
City of Oakdale	\$ 2,710.00	\$ 54,199.00	\$ 56,909.00
City of Patterson	\$ 5,420.00	\$ 108,400.00	\$ 113,820.00
City of Waterford	\$ 3,613.00	\$ 72,266.00	\$ 75,879.00
	Admin/Intern	Activity	Total
	\$ 66,913.00	\$ 602,221.00	\$ 669,134.00

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 2.

The preparation of this Consolidated Plan Amendment utilized consultation and coordination among the CDBG Consortium jurisdictions.

Prior to approving the final Consolidated Plan FY 2007-2012 update and amendment 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 hear this item on June 2, 2009 to close the public comment period and for final review and approval of the amended Consolidated Plan FY 2007-2012 and Annual Action Plan FY 2008-2009.

A final Consolidated Plan and Annual Action Plan must be submitted to HUD by June 5, 2009.

With the Stanislaus County Board of Supervisors' approval, the plan will be forwarded to Housing and Urban Development for review and program approval; 24-month contracts

Close the 14-Day Comment Period and Consider Approval of the Amendment to the FY 2007-2012 Community Development Block Grant Consolidated Plan and the FY 2008-2009 Annual Action Plan to Incorporate the Community Development Block Grant - Recovery Act Funds (CDBG-R) in the Amount of \$669,134.00

Page 4

will be executed within 30 days of the project-funding award. Funds will then be expended within the 24-month period.

CDBG-R grant funds will be monitored under the established Stanislaus County Rehabilitation Program format, which includes quarterly monitoring visits to ensure effective and timely use of funds and utilization in an eligible manner. Utilization of the IDIS system will also provide administrators the ability to monitor grantees on an ongoing basis to ensure timely and accurate use of CDBG-R funds.

STAFFING IMPACT:

The Department of Planning and Community Development will administer this program for the Consortium and all funds must be spent within 24 months. The Department anticipates using existing staff to administer and oversee this and other HUD programs. All staff costs will be borne by the various programs and there will be no net cost to the County General Fund.

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
5. A well planned infrastructure

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. The programs and projects also serve as the chief means to implement those goals, objectives, and plans.

Close the 14-Day Comment Period and Consider Approval of the Amendment to the FY 2007-2012 Community Development Block Grant Consolidated Plan and the FY 2008-2009 Annual Action Plan to Incorporate the Community Development Block Grant - Recovery Act Funds (CDBG-R) in the Amount of \$669,134.00

Page 5

ATTACHMENTS:

1. Application for Federal Assistance SF-424
2. Substantial Amendment to the Consolidated Plan 2008 Action Plan for the Community Development Block Grant – Recovery Act Funds (CDBG – R)
3. CDBG-R Certifications
4. Proposed Activities Spreadsheet
5. FY 2008-2009 Annual Action Plan **(Available from Clerk)**

Application for Federal Assistance SF-424		Version 02
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		
* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		
* If Revision, select appropriate letter(s): _____ * Other (Specify) Recovery Act Funds (CDBG-R)		
* 3. Date Received: _____		4. Applicant Identifier: B-02-UC-06-0010 (New One Pending)
5a. Federal Entity Identifier: _____		* 5b. Federal Award Identifier: N/A
State Use Only:		
6. Date Received by State: N/A		7. State Application Identifier: N/A
8. APPLICANT INFORMATION:		
* a. Legal Name: STANISLAUS COUNTY PLANNING AND COMMUNITY DEVELOPMENT		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 94-6000540		* c. Organizational DUNS: 073136772
d. Address:		
* Street1: 1010 10TH STREET, SUITE 3400		
Street2: _____		
* City: MODESTO		
County: STANISLAUS		
* State: CALIFORNIA		
Province: _____		
* Country: USA: UNITED STATES		
* Zip / Postal Code: 95354		
e. Organizational Unit:		
Department Name: PLANNING AND COMMUNITY DEVELOPMENT		Division Name: CDBG
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: MR		* First Name: AARON
Middle Name: _____		
* Last Name: FARNON		
Suffix: _____		
Title: COMMUNITY DEVELOPMENT MANAGER		
Organizational Affiliation: STAFF MANAGER		
* Telephone Number: 209-525-5923		Fax Number: 209-525-5911
* Email: farnona@stancounty.com		

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type:

B. COUNTY GOVERNMENT

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

HOUSING AND URBAN DEVELOPMENT

11. Catalog of Federal Domestic Assistance Number:

NEW ONE PENDING

CFDA Title:

CDBG -- RECOVERY ACT FUNDS (CDBG-R)

*** 12. Funding Opportunity Number:**

NEW ONE PENDING

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Stanislaus County Unincorporated Areas, and the Cities of Ceres, Newman, Oakdale, Patterson, and Waterford

*** 15. Descriptive Title of Applicant's Project:**

Substantial Amendment to the Consolidated Plan 2008 Action Plan for the Community Development Block Grant to include the Expenditure of \$669,134.00.00 in Recovery Act Funds (CDBG-R)

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

* a. Applicant CA-018;CA-017

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal \$669,134.00

* b. Applicant

* c. State

* d. Local

* e. Other

* f. Program Income

* g. TOTAL \$669,134.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

Yes

No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number:

Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

**Substantial Amendment to the Consolidated Plan 2008 Action Plan for the
Community Development Block Grant –Recovery Act Funds (CDBG-R)**

A complete submission contains the following three documents:

- 1) A signed and dated SF-424,
- 2) A completed Substantial Action Plan Amendment (this form),
- 3) Proposed Activities Spreadsheet,
- 4) Signed and dated General Consolidated Plan and FY 2008 / 2009 Annual Action Plan

**Substantial Amendment to the Consolidated Plan 2008 Action Plan for the
Community Development Block Grant –Recovery Act Funds (CDBG-R)**

A. General Information

Grantee Name	Stanislaus County
Name of Entity or Department Administering Funds	Stanislaus County Planning and Community Development
CDBG-R Contact Person (person to answer questions about this amendment and CDBG-R)	Aaron Farnon
Title	Community Development Manager
Address Line 1	1010 10 th Street, Suite 3400
Address Line 2	
City, State, Zip Code	Modesto, CA 95354
Telephone	(209)525-5923
Fax	(209)525-5911
Email Address	farnona@stancounty.com
Authorized Official (if different from Contact Person)	Kirk Ford
Title	Executive Director
Address Line 1	1010 10 th Street, Suite 3400
Address Line 2	
City, State, Zip Code	Modesto, CA 95354
Telephone	(209)525-6330
Fax	(209)525-5911
Email Address	
Web Address where this Form is Posted	http://www.stancounty.com/planning/cdbg/cdbg.shtm

Amount Grantee is Eligible to Receive	\$ 669,134.00
Amount Grantee is Requesting	\$ 669,134.00

Substantial Amendment to the Consolidated Plan 2008 Action Plan for the Community Development Block Grant –Recovery Act Funds (CDBG-R)

B. Citizen Participation and Public Comment

Staff requested input on program guidelines and procedures related to successful implementation and expenditure of program funds by requesting citizen comments over a 14-day comment period (exceeding the 7-day expedited requirement). Staff also provided the public with a notice and subsequent presentation to the Stanislaus County Board of Supervisors on June 2nd, 2009, provided the substantial amendment for review/comment and posted related materials on the County's CDBG website, as well as public libraries and government building postings.

Provide the appropriate response regarding this substantial amendment by checking one of the following options:

Pending

- Grantee did not receive public comments.
- Grantee received and accepted all public comments.
- Grantee received public comments and did not accept one or more of the comments.

Provide a summary of the public comments regarding this substantial amendment. Include a summary of any comments or views not accepted and the reasons for non-acceptance.

Response: **Pending 14-day review period.**

C. Distribution and Administration of Funds

CDBG-R funds will be distributed to expand the existing Neighborhood Stabilization Program (NSP), in the form of a programmatic agreement between the Housing Authority of Stanislaus County in partnership with the following Consortia members: Stanislaus County, and the cities of Ceres, Newman, Oakdale, Patterson, and Waterford.

These funds will be utilized to modernize and improve energy efficiency, and expand educational opportunities within the housing industry. These services will be provided in the form of rehabilitation or the retrofitting of Neighborhood Stabilization Program (NSP) acquired units with solar systems and other related energy efficiency related improvements. These improvements will help those impacted by the recession by reducing their energy costs and foster energy independence for first time homebuyers.

The program will provide the opportunity to hire a minimum of seven (7) part-time interns to expand their exposure to the community development industry and acquire expertise to become employable within the community development, redevelopment, and the related public and private housing sector of the community. The interns will be employees of the Project YES program.

**Substantial Amendment to the Consolidated Plan 2008 Action Plan for the
Community Development Block Grant –Recovery Act Funds (CDBG-R)**

The solar system and energy efficiency installations will employ a minimum of five (5) contractors over the next 24 months.

Funds will be tracked to ensure that a fair distribution on the energy efficiency improvements will occur within the Consortium as follows:

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	\$ 66,913.00	\$ 602,221.00	\$ 669,134.00

With the Stanislaus County Board of Supervisors’ approval, the plan will be forwarded to Housing and Urban Development for review and program approval; 24-month contracts will be executed within 30 days of the project-funding award. Funds will then be expended within the 24-month period.

CDBG-R grant funds will be monitored under the established Stanislaus County Rehabilitation Program format, which includes quarterly monitoring visits to ensure effective and timely use of funds and utilization in an eligible manner. Utilization of the IDIS system will also provide administrators the ability to monitor grantees on an ongoing basis to ensure timely and accurate use of CDBG-R funds.

D. Collaboration

Staff will provide informational updates to the Stanislaus Housing and Support Services Continuum of Care Collaborative to ensure eligible first time homebuyer applicants have an opportunity to participate in the program. The Housing Authority (H.A.) continually solicits updates of their qualified contractors list to ensure contractors that may be currently unemployed or displaced have an opportunity to participate in the program.

CDBG-R funds will be used in a manner that is consistent with the Consolidated Plan, specifically by providing funds for the rehabilitation or the retrofitting of NSP acquired housing units with solar systems and other related energy efficiency improvements.

E. Estimated Budget Summary

HUD requires the grantee to complete the following table so that participants in the citizen participation process may see the grantee’s preliminary estimated amounts for various

CERTIFICATIONS

- (1) **Affirmatively furthering fair housing.** The jurisdiction will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.
- (2) **Anti-displacement and relocation plan.** The jurisdiction will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601), and implementing regulations at 49 CFR part 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under CDBG-R.
- (3) **Drug Free Workplace.** The jurisdiction will or will continue to provide a drug-free workplace by:
 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing an ongoing drug-free awareness program to inform employees about –
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

(4) **Anti-lobbying.** To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(5) **Authority of Jurisdiction.** The jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations and other program requirements.

(6) **Consistency with Plan.** The housing activities to be undertaken with CDBG-R funds are consistent with its consolidated plan.

(7) **Section 3.** The jurisdiction will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.

(8) **Community development plan.** The jurisdiction certifies that the consolidated housing and community development plan identifies housing and community development needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the statute authorizing the CDBG program.

(9) **Following a plan.** The jurisdiction is following a current consolidated plan that has been approved by HUD.

(10) **Use of funds.** The jurisdiction has developed activities so as to give the maximum feasible priority to activities that will benefit low- and moderate-income families or aid in the prevention of slums or blight. Additional activities may be included that are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG-R funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);

2. Special Assessments. The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG-R funds by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements. However, if CDBG-R funds are used to pay the proportion of a fee or assessment attributable to the capital costs of public improvements (assisted in part with CDBG-R funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG-R funds. The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG-R funds, unless CDBG-R funds are used to pay the proportion of fee or assessment attributable to the capital costs of public improvements financed from other revenue sources. In this case, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG-R funds. In addition, with respect to properties owned and occupied by moderate-income (but not low-income) families, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG-R funds if the jurisdiction certifies that it lacks CDBG-R or CDBG funds to cover the assessment.

(11) **Excessive Force.** The jurisdiction certifies that it has adopted and is enforcing: (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and (2) a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(12) **Compliance with anti-discrimination laws.** The CDBG-R grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601-3619), and implementing regulations.

(13) **Compliance with lead-based paint procedures.** The activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K, and R of this title.

(14) **Compliance with laws.** The jurisdiction will comply with applicable laws.

(15) **Compliance with ARRA.** The jurisdiction will comply with Title XII of Division A of the American Recovery and Reinvestment Act of 2009.

(16) **Project selection.** The jurisdiction will select projects to be funded, by giving priority to projects that can award contracts based on bids within 120 days from the date the funds are made available to the recipient, and that will ensure maximum job creation and economic benefit.

(17) **Timeliness of infrastructure investments.** When the jurisdiction uses CDBG-R funds for infrastructure investments, the grantee will give preference to quick-start and finish activities, including a goal to use at least 50 percent of the funds for activities within 120 days of enactment of the Recovery Act.

(18) **Buy American provision.** The jurisdiction will ensure that all iron, steel and manufactured goods used in construction, alteration, repair, or maintenance of a public building or public work project assisted with CDBG-R funds under the Recovery Act must be produced in the United States unless the Secretary finds that: (1) the requirement is inconsistent with public interest; (2) those goods are not reasonably available or produced in sufficient quantity in the U.S.; (3) or the use of the goods will increase the project cost by more than 25 percent.

(19) **Appropriate use of funds for infrastructure investments.** The Governor, mayor, or other chief executive, as appropriate certifies, that any infrastructure investments have received the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars. Alternatively, a grantee's chief elected official certifies that infrastructure investments will receive the full review and vetting required by law and that the chief executive accepts responsibility that the infrastructure investment is an appropriate use of taxpayer dollars.

(20) **70% of CDBG-R for LMI.** The aggregate use of CDBG-R funds shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the grant is expended for activities that benefit such persons over the life of the CDBG-R grant.

Patricia Hill Thomas

Signature/Authorized Official

10.2.09

Date

Patricia Hill Thomas

Name

Assistant Executive Officer

Title

OPTIONAL CERTIFICATION

CDBG-R

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having a particular urgency as specified in 24 CFR 570.208(c):

Where the urgent need is the current economic conditions, the grantee certifies that the activity is alleviating current economic conditions which pose a threat to the economic welfare of the community in which the activity is being carried out, the recipient is unable to finance the activity on its own, and other sources of funding are not available.

Patricia Hill Thomas
Signature/Authorized Official

6.2.09
Date

Patricia Hill Thomas
Name

Assistant Executive Officer
Title

**CDBG-R
Activity Data Spreadsheet**

Jurisdiction/Grantee Name: Stanislaus County Entitlement Consortia - Planning & Community Development		CDBG-R Fomula Grant Amount: \$669,134.00				Date: 5/12/2009	
Activity Name	Activity Description	Eligibility (Regulatory or HCDA Citation)	National Objective Citation	CDBG-R Project Budget (\$)	Additional Recovery Funds (\$)	Other Leveraged Funding (\$)	Total Activity Budget
SC-CDBG-R-09-01-Administration	Administer CDBG-R program activities in accordance with CDBG regulations found in 24 CFR Part 570 and in accordance with CDBG-R requirements detailed in the Federal Register Docket No. FR-5309-N-01.	570.206	N/A	\$22,913			\$22,913
SC-CDBG-R-09-03-Educational Opportunities	Expand educational opportunities by hiring a minimum of seven (7) part-time interns to expand their exposure to field of housing and community development	570.201(e)	570.208(a)(2)	\$44,000			\$44,000
SC-CDBG-R-09-04-Energy Efficiency	Retrofit a minimum of twenty (20) NSP first time homebuyer units with solar panels and energy efficiencies to offset the inflation of energy costs.	570.202(b)(4)	570.208(a)(3)	\$511,888			\$602,221
Total Budget							\$669,134

ATTACHMENT 4

**COUNTY OF STANISLAUS
STANDARD AGREEMENT**

Agreement Number _____

1. This Agreement is entered into between the Stanislaus County Planning and Community Development / Stanislaus Redevelopment Agency and the following named Contractor: The Housing Authority of the County of Stanislaus "Contractor"

(If other than an individual, state whether a corporation, partnership, etc.): a local public entity

2. The term of this Agreement is: December 1, 2009 – December 30, 2011

3. The maximum amount of payment based on X lump sum, or _____ time \$ _____ *(See Exhibit B)*

4. The parties agree to comply with the terms and conditions of the following exhibits, which by this reference, are made a part of the Agreement:

(a) Exhibit A -- Standard Contract Conditions (LF 4.01)

(b) Exhibit B -- Scope of Work

IN WITNESS WHEREOF, the parties have executed this Agreement on

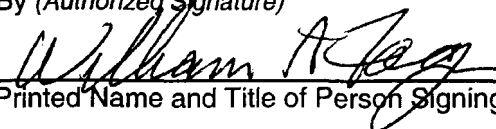
December 1, 2009
(Date)

CONTRACTOR

Contractor's Name

Housing Authority of the *County of Stanislaus*

By *(Authorized Signature)*


Printed Name and Title of Person Signing

William A. Fagan, Executive Director

Mailing Address

P.O. Box 581918

Modesto, CA 95358-0033

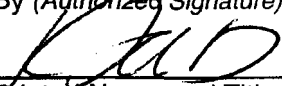
Taxpayer Identification/Social Security No.

COUNTY OF STANISLAUS

Department Name

Stanislaus County Planning and Community Development / Stanislaus Redevelopment Agency

By *(Authorized Signature)*


Printed Name and Title of Person Signing

Kirk Ford, Executive Director

Mailing Address

1010 10th Street, Suite 3400, Modesto, CA 95354

Approved for Content:


Angela Freitas, Deputy Director

Approved for Form:

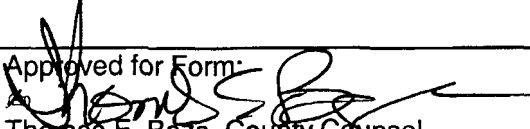

Thomas E. Boze, County Counsel

EXHIBIT A
STANDARD CONTRACT CONDITIONS
(Long Form 4/5/01)

1. Description of Work.

1.1 Work To Be Performed. The Contractor shall provide work or services as described in the Scope of Work and, if the Contractor has submitted a work proposal, the Contractor shall provide work or services in accordance with that proposal, which shall be attached to and, by this reference, made a part of the Agreement. In the event that any provision or description of work in the Contractor's proposal conflicts or is inconsistent with any similar provision or description of work described in the Scope of Work, the Scope of Work shall prevail, control or otherwise have precedence.

1.2 Contract Manager. Each party shall designate in writing a contract manager who shall be the day-to-day representative for administration of this agreement, and, except as otherwise specifically provided, shall have full authority to act on behalf of the respective party with respect to this Agreement. The County Department Head, or designee, or the Board of Supervisors, may also perform any and all acts which could be performed by the contract manager under this Agreement.

1.3 Work Schedule. A work schedule for the hours and times for completion of said services and work shall be prepared and implemented by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 Work Product. All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.5 Compliance with Laws. Services and work provided by the Contractor will be performed in a timely manner in compliance with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions.

2. Compensation.

2.1 Lump Sum Payment. If the signature page of the Agreement indicates lump sum payment, then the Contractor shall be compensated for work performed or services provided under the Agreement on a lump sum basis for each task as described in the Scope of Work, or in any proposal submitted by the Contractor, that is attached to and made part of the Agreement, by making periodic or progress payments upon completion of each task or item of work. The County shall retain ten (10) percent of all periodic or progress payments made to the Contractor until completion and acceptance of all work tasks and payment of all subcontractors retained, hired or used by the Contractor.

2.2 Time & Materials Payment. If the signature page of the Agreement indicates time and materials payment, then Contractor compensation shall be based on the hours worked by the Contractor and/or the Contractor's employees or subcontractors, multiplied by the applicable rate set forth in the Contractor's current, dated schedule-of rates attached hereto and, by this reference, made a part hereof; provided, however, the Contractor will provide the County 30-days notice before any change in the rate schedule takes effect.

2.3 Expenses. In addition to the aforementioned fees, Contractor will be reimbursed for the following expenses, plus any expenses agreed to in writing by the parties, that are reasonable, necessary and actually incurred by the Contractor in connection with providing or performing the work or services under the Agreement.

- (a) Any filing fees, permit fees, or other fees paid or advanced by the Contractor.

- (b) Expenses, fees or charges for printing, reproduction or binding of documents at actual costs.
- (c) The cost of any subcontractors, consultants, experts or investigators retained by the Contractor, provided the County has agreed in writing to reimburse the Contractor for such costs.
- (d) Travel costs, including transportation, lodging and meals, provided the County has agreed in writing to reimburse the Contractor for such costs. Any reimbursement for travel costs shall be subject to and not exceed those amounts paid to the County's employees under the current Stanislaus County Travel Policy.

2.4 Invoices. The Contractor shall provide the County with a monthly or a quarterly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the County shall pay in full within 30 days of the date each invoice is approved by the County. The statement will generally describe the services performed, the applicable rate or rates, the basis for the calculation of fees, and a reasonable itemization of costs. All invoices for services provided shall be forwarded in the same manner and to the same person and address that is provided for service of notices herein.

2.5 Maximum Amount of Contract. The parties hereto acknowledge the maximum amount to be paid by the County for services provided and expenses shall not exceed the amount set forth in Paragraph 3 of the signature page of the Agreement, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Contractor in the performance of work or services under the Agreement.

2.6 Other Compensation. Contractor shall not be entitled to nor receive compensation in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.7 Taxes. County will not withhold any Federal or State income taxes or Social Security tax from any payments to Contractor. The Contractor, not the County, has the sole responsibility to promptly pay all taxes and other assessments levied on any payments made to the Contractor.

2.8 Payment to Subcontractors and Suppliers. Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Termination. Either party may terminate this agreement upon 30 days prior written notice to the other party. Termination shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor, subject to any applicable setoffs. This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

4. Licenses, Certificates and Permits. Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work under the Agreement must be procured and maintained in full force and effect during the term of the Agreement at the Contractor's sole cost and expense.

5. Office Space, Supplies, Equipment, Etc. Unless otherwise provided in another exhibit to the Agreement, the Contractor shall provide at its sole cost and expense, all office space, supplies, equipment, vehicles, reference

and other written materials, and telephone service as is necessary for Contractor to provide the services under the Agreement.

6. Insurance.

6.1 Required Insurance. Contractor shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

(a) General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability Insurance. If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

(c) Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, the Contractor certifies under section 1861 of the Labor Code that the Contractor is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that the Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

(d) Professional Liability Insurance. If professional services are provided under this Agreement, then Contractor shall also maintain professional errors and omissions (malpractice) liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the Consultant's work under this Agreement.

6.2 Deductibles. Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) the Contractor shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to the County guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. The County, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, the Contractor agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of the Contractor's defense and indemnification obligations as set forth in this Agreement.

6.3 Additional Insured. The Contractor shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming the County and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; (b) services, products and completed operations of the Contractor; (c) premises owned, occupied or used by the Contractor; and (d) automobiles owned, leased, hired or borrowed by the Contractor. The Workers' Compensation insurance carrier shall agree to waive all rights of subrogation against the County and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

6.4 Primary & Separate Coverage. The Contractor's insurance shall apply separately to each insured

against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The Contractor's insurance coverage shall be primary insurance regarding the County and County's officers, officials and employees. Any insurance or self-insurance maintained by the County or County's officers, officials and employees shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.

6.5 Reporting. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees or volunteers.

6.6 Notice of Cancellation. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to County. The Contractor shall promptly notify, or cause the insurance carrier to promptly notify, the County of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.

6.7 Rating. Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to the County; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A-VII shall be acceptable to the County; lesser ratings must be approved in writing by the County.

6.8 Subcontractors. Contractor shall require all its subcontractors to comply with the insurance and indemnity requirements stated herein, or shall include subcontractors as additional insureds under its insurance policies.

6.9 Proof of Insurance. At least ten (10) days prior to the date the Contractor begins performance of its obligations under this Agreement, Contractor shall furnish County with certificates of insurance and with original endorsements establishing coverage required by this Agreement, including, without limitation, those effecting coverage for subcontractors of the Contractor. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

6.10 Insurance Limits. The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

7. Defense and Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. The Contractor's obligation to indemnify the County for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Contractor in contributing to such damage or loss.

8. Status of Contractor. All acts of Contractor and its officers, employees, agents, representatives, subcontractors relating to the performance of the Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Except as otherwise expressly provided in the Agreement, Contractor has no authority to bind or incur any obligation on behalf of County or to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9. Records and Audit. Contractor shall maintain and keep all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years after the termination or completion of this Agreement. Any authorized representative of County shall have access to any such records writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor.

10. Nondiscrimination. During the performance of this Agreement, Contractor 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. Contractor and its subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's nondiscrimination policy; the Fair Employment and Housing Act (Government Code, § 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11. Assignment. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

12. Amendment and Modification. The Agreement may be amended by the mutual written consent of the parties; provided, however, the County may, at anytime, without notice to any sureties, by written order designated or indicated to be a "contract modification," make any change in the work to be performed under this Agreement so long as the modified work is within the general scope of work called for by this Agreement, including but not limited to changes in the specifications or in the method, manner or time of performance of work. If the Contractor intends to dispute the change, the Contractor must, within ten (10) days after receipt of a written "contract modification," submit to the County a written statement setting forth the disagreement with the change.

13. Disputes. Any dispute arising under or relating to the terms of the Agreement, or related to performance under the Agreement, shall be decided in writing by the County contract manager. The Contractor shall be furnished a copy of the written decision and the decision shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Contractor mails or delivers a written appeal to the Director of the County Department. The decision of the Director, or designee, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. Pending final decision on any dispute, the Contractor shall proceed diligently with the performance of work as directed by the contract manager unless the Contractor has received a notice of termination.

14. Waiver of Default. Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

15. Notice. Any notice or communication regarding Agreement that a party is required or may desire to make shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties at the address set forth on the signature page of this Agreement. Notice is deemed received upon deposit in the mail.

16. Conflicts. Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

17. Entire Agreement. The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter

of the Agreement. No other agreement, statement or promise not contained in this Agreement shall be valid or binding.

18. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

19. 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.

20. 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.

END OF STANDARD CONDITIONS (LONG FORM)

Exhibit "B"

Stanislaus County Community Development Block Grant Recovery (CDBG-R)

- 1.0 GENERAL SCOPE OF WORK:** To administer the energy efficiency and weatherization improvement program of Neighborhood Stabilization Program acquired properties throughout the CDBG Consortium, under the regulatory guidance of the Community Development Block Grant Recovery – CDBG-R Program (the "Plan") as approved by the American Recovery and Reinvestment Act of 2009 (the "Act").
- 2.0 ALLOCATION: \$667,741**
- \$511,888** – Direct costs associated with energy efficiency and weatherization improvements of residential housing units under the Stanislaus County Neighborhood Stabilization Program (NSP).
- \$90,333** – Costs associated with Contractor services.
- \$65,520** – Costs associated with 3 intern positions to assist with the implementation of the Plan. Intern position costs shall be as follows:
- 3 intern positions at a minimum of \$10.50 per hour not to exceed 104 weeks.
- 3.0 CONTRACTOR SERVICES:**
- 3.1** The Contractor shall provide the following services:
- a. Assess housing unit needs for upgrades and develop Scope-of-Work plans for rehabilitation and energy efficiency and weatherization improvements.
 - b. Obtain and maintain title and all risk liability insurance coverage for all acquired housing units until resale of housing units by the Contractor.
 - c. Conduct contractor-bidding process for rehabilitation and, when applicable, for energy efficiency and weatherization improvement services.
 - d. Award contracts and track project energy efficiency and weatherization improvement progress through completion.
 - e. Prepare and maintain files for all housing units utilizing Plan funds. These files shall include all documents and information relative to rehabilitation work to housing units. These files shall be current, complete records, including, but not limited to, contracts, source documents supporting accounting transactions, personnel and payroll records, cancelled checks and related documents and records to assure proper accounting of funds and performance of this contract in accordance with the Plan and/or County regulations.
 - f. Track and report to County, on a quarterly basis, the number of jobs created and/or maintained and/or retained via the award of projects funded under the Plan.
- 3.2** The Contractor will cooperate in the preparation of, and will furnish any and all information required for reports to be prepared as may be required by the Plan and/or County requirements including, but not limited to the Consolidated Plan, the annual performance report and any quarterly reports required by the County.

3.3 The Contractor agrees to comply will all requirements which are now or which may hereafter be imposed by HUD for the Plan.

3.4 The Contractor shall assist the County with conducting the environmental review of any projects assisted through this contract in compliance with the National Environmental Protection Act and 24 CFR 58. A copy of any such review shall be retained by the County for County's review, approval and formal acceptance.

4.0 **COMPENSATION:** The Contractor shall be compensated in a total amount not to exceed \$90,333 (the "maximum contract amount") for the services provided under this agreement as follows:

4.1 Contractor will receive 12.15% of the allocation for administration fees in an amount not to exceed \$81,300.

4.2 In addition, the Contractor shall be compensated for marketing expenses and related costs associated with processing the acquisition, energy efficiency/weatherization improvements, and resale of housing units in an amount not to exceed \$9,033.00 of the allocation. The Contractor shall request reimbursements of incidental expenditures and cost within fifteen (15) days of the expenditure. Allowable cost will be determined through County and Contractor agreement. In the case of a single expenditure in excess of Two Thousand Dollars (\$2,000.00), the Contractor may request, in writing, from the County an advance of the necessary amount of the funds, which will be advanced within three (3) days. The amount of each request shall be limited to the amount needed.

4.3 The Contractor shall, no less than monthly, submit a written invoice identifying the name of the individual performing services, the date the services were performed, a description of the services, and the total cost of the services. Any requests for payment of reimbursable expenses shall be itemized on the invoice. The County shall pay the Contractor within thirty (30) days of the receipt of the invoice.

5.0 **DISPUTE RESOLUTION:**

5.1 The Contractor and the County will attempt to settle any claim or controversy arising out of or relating to this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. However, at any time before or during such negotiations, or following any unsuccessful negotiations, either party may by written notice to the other demand that the dispute be submitted to mediation. When such a demand is made, the parties shall within ten (10) days jointly make arrangements for the mediation of the dispute through the auspices, and pursuant to the then current mediation rules and procedures, of the Judicial Arbitration and Mediation Services ("JAMS"), except to the extent such rules and procedures are modified by agreement of the parties.

5.2 If the dispute has not been resolved within sixty (60) days of any written demand for mediation, or within a longer time period to which the parties may agree, the dispute shall be submitted to binding arbitration in accordance with the commercial arbitration rules of J.A.M.S./Endispute. In all cases submitted to JAMS for arbitration, the arbitration proceedings shall be conducted at a location mutually agreed upon by he parties and, if they cannot agree, then in Sacramento, California. The parties shall agree to a single arbitrator, advance their respective administrative fees, and advance in equal shares the arbitrator's fee.

5.3 Notwithstanding any rules or procedures of JAMS to the contrary, the arbitrator shall be bound to render a decision in accordance with applicable state and federal laws and shall issue written findings of fact and conclusions of law (the "written opinion").

- 5.4** In any petition to confirm, correct or vacate the arbitration award, the arbitrator's written opinion shall be subject to judicial review for the purpose of insuring that it conforms to applicable state and federal laws. Except for this limited right of judicial review and other statutory grounds for correcting or vacating the arbitrator's award, the parties agree that the decision of the arbitrator shall be final and binding upon them.
- 5.5** Any arbitration award shall include the cost of arbitration and reasonable attorney's fees to the prevailing party, if the arbitrator determines that there is a prevailing party in any such dispute. Judgment may be entered on the award in the Stanislaus County Superior Court.
- 5.6** Any negotiation or mediation which takes place pursuant to this Agreement shall be confidential and shall be treated as a compromise and settlement negotiation for purposes of the Federal Rules of Evidence and State rules of evidence.

6.0 MISCELLANEOUS:

- 6.1** Should any litigation be commenced between the Contractor and the County concerning any provisions of this Agreement, or the rights and duties of any person in relation thereto, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for his attorney fees in such litigation, which shall be determined by the court in such litigation, or in a separate action brought for that purpose.
- 6.2** In the event of any conflict between the provisions of this Exhibit "B" and the provisions of Exhibit "A" (Standard Contract Conditions); specifically including but not limited to provisions in Exhibit "A" relating to compensation, invoicing, and dispute resolution; the provisions of this Exhibit "B" shall be controlling.

**FIRST AMENDMENT TO
AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES**

Reference is made to the Agreement for Independent Contractor Services (the "Agreement") dated December 1, 2009 by and between the County of Stanislaus ("County") and The Housing Authority of Stanislaus County ("Contractor").

WHEREAS, the parties have agreed that additional time is needed to complete the work set forth in the Agreement due to the delay in the release of the federal funds ; and

WHEREAS, the Agreement expired on December 30, 2011; and

WHEREAS, on December 20, 2011 the parties verbally agreed to extend the Agreement until all funds are expended; and

NOW THEREFORE, the parties hereby agree as follows:

1. Paragraph 1 of the Standard Agreement is amended to read as follows:

The term of this Agreement is from December 1, 2009 until all funds are expended and all projects undertaken under this Agreement are completed, unless otherwise terminated as provided in paragraph 3 of Exhibit A Standard Contract Conditions.

2. All other terms and conditions of the Agreement shall remain in full force and effect.

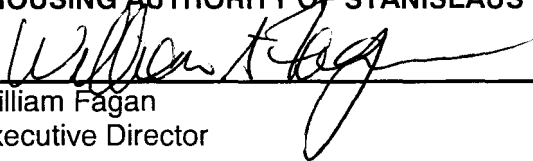
IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this First Amendment as of the 1st day of January, 2012.

COUNTY OF STANISLAUS

By: 
Kirk Ford
Executive Director

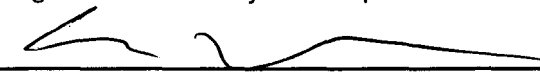
"County"

THE HOUSING AUTHORITY OF STANISLAUS CO.

By: 
William Fagan
Executive Director

"Contractor"

APPROVED AS TO CONTENT:
Planning and Community Development

By: 
Angela Freitas
Deputy Director

APPROVED AS TO FORM:

By: 
Tom E. Boze, County Counsel

1/31/12
Date

Community Development Block Grant Recovery Act Funds (CDBG-R)



Amendment to FY 2008-2009 AAP

POWERPOINT PRESENTATION

Stanislaus County CDBG Consortium



BACKGROUND

Title XII of the American Recovery and Reinvestment Act of 2009:

- Appropriated \$1 billion through the Department of Housing and Urban Development (HUD) to local governments to carry out, expedited, CDBG eligible activities.



Stanislaus County Allocation: \$669,134

- A minimum of 70% of CDBG-R funds must be expended for activities that benefit low-and-moderate income persons

Recovery Act Purposes

- Stimulate the economy through measures that modernize the nation's infrastructure,
- Improve energy efficiency,
- Expand educational opportunities



Planning & Community Development

CDBG-R OBJECTIVE

Following the intent of the Recovery Act and HUD recommendations, Stanislaus County's CDBG-R Funds will be utilized for:

- Rehabilitation or retrofitting of Neighborhood Stabilization Program (NSP) acquired housing units with solar systems and other related energy efficient improvements.
- Expand educational opportunities within the housing & community development field for eligible college level students



Planning & Community Development

CDBG-R OBJECTIVE

- Solar system & energy efficiency installation program will employ a minimum of five (5) contractors over the next 24 months
- In partnership with Project YES the program will provide the opportunity to hire a minimum of seven (7) part-time interns to expand their exposure to the redevelopment, community development and housing industry.



Planning & Community Development

CDBG-R

Distribution of Funds

Area	Admin/Intern	Activity	Total
Stanislaus County	\$4,245.00 /\$44,000.00	\$ 228,845.00	\$ 277,090.00
City of Ceres	\$ 3,613.00	\$ 72,267.00	\$ 75,88.000
City of Newman	\$ 3,312.00	\$ 66,244.00	\$ 69,566.00
City of Oakdale	\$ 2,710.00	\$ 54,199.00	\$ 56,909.00
City of Patterson	\$ 5,420.00	\$ 108,400.00	\$ 113,820.00
City of Waterford	\$ 3,613.00	\$ 72,266.00	\$ 75,879.00
	Admin/Intern	Activity	Total
	\$ 66,913.00	\$ 602,221.00	\$ 669,134.00



Planning & Community Development

CDBG-R ADMINISTRATION

- Department of Planning & Community Development will administer program for the Consortium.
- Grant funds will be administered under the established Stanislaus County Rehabilitation Program format.



Planning & Community Development

BOARD PRIORITIES

This program 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
5. A well planned infrastructure



Planning & Community Development

COUNTY REQUIREMENTS

- Prepare and submit a substantial amendment of the Consolidated Plan FY 2007-2012 and Annual Action Plan FY 2008-2009
- Provide a minimum 7-day public comment period.
- CDBG Certifications
- ARRA Certifications



Planning & Community Development

RECOMMENDATION

Staff Recommends the Board:

1. Close the 14-day public comment period for the CDBG-R Amendment to FY 2007-2012 Consolidated Plan & FY 2008-2009 Annual Action Plan.
2. Approve the Amendment to the Consolidated Plan FY 2007-2012 and Annual Action Plan FY 2008-2009 to incorporate \$669,134 .00 in CDBG-R Funds.



RECOMMENDATION

Staff Recommends the Board:

3. Direct the Chief Executive Officer to sign the Application for Federal Assistance (SF-424), the Substantial Amendment, and the CDBG-R Certifications..
4. Authorize the Director of Planning and Community Development to execute the related CDBG-R program implementation agreements and contracts with Housing Authority of The County of Stanislaus and Project YES, not to exceed \$669,134.00



Community Development Block Grant Recovery Act Funds (CDBG-R)



Amendment to FY 2008-2009 AAP