

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

DEPT: Planning and Community Development *KD*

BOARD AGENDA # 6:40 P.M.

Urgent

Routine

AGENDA DATE February 15, 2011

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Public Hearing to Close the 30-day Public Comment Period and to Consider: Approval of an Amendment to the Fiscal Year 2007-2012 Consolidated Plan to Add the City of Hughson to the Urban County and; Approval of the Fiscal Year 2011-2012 Annual Action Plan

STAFF RECOMMENDATIONS:

1. Close the 30-day public comment period and conduct a public hearing.
 2. Approve the Amendment to the Fiscal Year 2007-2012 Consolidated Plan (CP) to add the City of Hughson to the Urban County.
 3. Approve the Fiscal Year 2011-2012 Annual Action Plan (AAP) .
 4. Authorize the Chief Executive Officer to sign the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and the Home Investment Partnerships (HOME) Certifications.
- (Continued on Page 2)

FISCAL IMPACT:

The funds for the administration and implementation of the Fiscal Year 2007-2012 CP and Fiscal Year 2011-2012 AAP are derived entirely from special revenues administered by the Federal Department of Housing and Urban Development. There is no impact to the General Fund.

BOARD ACTION AS FOLLOWS:

No. 2011-112

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

STAFF RECOMMENDATIONS: (Continued)

5. Authorize the Chief Executive Officer to sign the Application for Federal Assistance (SF-424), upon formal notice of Fiscal Year 2011-2012 grant allocations by the United States Department of Housing and Urban Development (HUD).
6. Authorize the Chairman of the Board of Supervisors to sign the Fiscal Year 2011-2012 Allocation Agreements with each of the participating Urban County cities.
7. Authorize the Director of the Planning and Community Development Department to execute any related program agreements, contracts, or other documentation required for implementation of CDBG, ESG, HOME, Homeless Prevention and Rapid Re-Housing (HPRP), Community Development Block Grant – Recovery Act (CDBG-R) programs. This authorization includes the use of any program income in accordance with applicable program guidelines.

DISCUSSION:

Currently, Stanislaus County, along with the cities of Ceres, Newman, Oakdale, Patterson, and Waterford, form what is known as the Stanislaus County Community Development Block Grant (CDBG) Consortium (Federally defined and hereafter referred to as the “Urban County”).

This is a request to close the 30-day public comment period and consider approval of an amendment to the Fiscal Year 2007-2012 Consolidated Plan (CP) to add the City of Hughson to the Urban County and; approval of the Fiscal Year 2011-2012 Annual Action Plan (AAP).

Federal regulations require a 30-day public comment period prior to local approval or amendment of a CP and/or an AAP. The Board of Supervisors opened a 30-day public comment period on January 11, 2011. The following discussion provides an overview of the actions to be considered as part of this item:

FISCAL YEAR 2007-2012 CONSOLIDATED PLAN (CP) AMENDMENT

The CP is the Urban County’s comprehensive planning document and allows for application of Federal grant funding under the Community Development Block Grant (CDBG), Emergency Solutions Grant (formerly known as the Emergency Shelter Grant) (ESG), and HOME Investment Partnership (HOME) programs, administered by the U.S. Department of Housing and Urban Development (HUD). Stanislaus County is recognized as the Urban County’s “lead entity” with responsibility for implementing and administering CDBG and ESG funds for unincorporated areas of Stanislaus County and participating cities. Every three years, participating cities have an opportunity to remain or withdraw from the Urban County, and non-participating cities, not independently receiving entitlement funds, have an opportunity to enter into an agreement to become part of the Urban County. The Urban County is an Entitlement Jurisdiction receiving annual grants based on a formula allocation.

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The City of Hughson has notified the Urban County of its intent to join and all currently participating Urban County cities wish to remain members for the next three years. An amendment to the Urban County's Fiscal Year 2007-2012 CP is required to add the City of Hughson to the Urban County. If the proposed amendment is approved, effective Fiscal Year 2011-2012, the Urban County membership will include the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford, and Stanislaus County.

Attachment "1" consists of the proposed amendment to the Fiscal Year 2007-2012 CP. The amendment is a "stand alone" document. The entire CP document as approved in 2007, along with previous approved amendments to the CP, is available for viewing at: <http://www.stancounty.com/planning/cdbg/cdbg.shtm>

FISCAL YEAR 2011-2012 ANNUAL ACTION PLAN (AAP)

The AAP is part of the Urban County's CP and describes the specific programs and projects that will be undertaken during Fiscal Year 2011-2012 (July 1, 2011 to June 30, 2012). The Urban County receives Federal CDBG, ESG, and HOME grant funds. As discussed earlier, Stanislaus County is the "lead entity" with responsibility for implementing and administering CDBG and ESG funds for unincorporated areas of Stanislaus County and participating cities. The Urban County is a member of the City of Turlock and Stanislaus County HOME Consortium (hereafter referred to as the "HOME Consortium"). The City of Turlock is the "lead entity" with responsibility for implementing and administering HOME funds for the HOME Consortium. Beginning Fiscal Year 2011-2012, Stanislaus County, as the "lead entity" for the Urban County, will take the lead in monitoring participating Urban County cities' use of HOME funds.

This change in responsibility for monitoring of the Urban County cities is occurring at the direction of HUD. HUD recognizes Stanislaus County as the representative, and responsible entity, for all members of the Urban County with regards to HOME funds allocated to the Urban County members. Ultimately, the City of Turlock is responsible for ensuring that all HOME Consortium funded activities meet the program requirements.

The following is an overview of the programs and projects identified in the AAP by grant funding types:

Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) Funding

In Fiscal Year 2011-2012, the Urban County will be entering its tenth year as an Entitlement Jurisdiction for CDBG funds and the eighth year as a recipient of ESG funds. There are three specific goals of the CDBG/ESG programs. They are:

1. Provide decent housing;
2. Provide a suitable living environment; and,
3. Expand economic opportunities

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The Fiscal Year 2011-2012 AAP has been developed to assist all participants of the Urban County achieve the above program goals (See Attachment “2” – Fiscal Year 2011-2012 AAP).

CDBG and ESG program funds are designed to serve those at or below 80% of the Area Median Income (AMI). The current 100% AMI in Stanislaus County for one (1) person is \$41,700 and a family of four (4) is \$59,500. If a project benefits a specific neighborhood or community, at least 51% of the population within that geographic boundary must be within this targeted income group. An AMI table is provided on page 2 of the attached AAP (Attachment 2).

The Urban County’s CDBG and ESG combined allocation estimate for Fiscal Year 2011-2012 is:

The figures in the table below have been projected based on the previous Fiscal Year 2010-2011 HUD allocations. However, with the addition of the City of Hughson to the Urban County in Fiscal Year 2011-2012, it is expected that the Urban County’s allocation will increase. Final allocation amounts will be adjusted once Fiscal Year 2011-2012 award amounts are released by HUD, which are expected to be available in April 2011. Planning staff will make the necessary budget adjustments to be submitted to HUD, and will be reflected in the Special Revenue Grants Fiscal Year 2011-2012 Proposed and Final Budgets.

**TABLE ONE
 CDBG AND ESG ALLOCATION ESTIMATES**

| Consortium Member | Activities | Administration | Total |
|--------------------------------|--------------------|-----------------------|--------------------|
| Ceres | \$248,589 | \$20,000 | \$268,589 |
| Hughson | \$151,391 | \$20,000 | \$171,391 |
| Newman | \$178,766 | \$20,000 | \$198,766 |
| Oakdale | \$210,672 | \$20,000 | \$230,672 |
| Patterson | \$223,064 | \$20,000 | \$243,064 |
| Waterford | \$167,021 | \$20,000 | \$187,021 |
| County | \$664,574 | *\$374,307 | \$1,038,881 |
| Public Services | \$269,154 | * | \$269,154 |
| Economic Development | \$20,000 | * | \$20,000 |
| Workforce Development | \$20,000 | * | \$20,000 |
| Analysis of Impediments | \$10,000 | * | \$10,000 |
| Fair Housing | \$34,000 | * | \$34,000 |
| ESG | \$101,407 | \$8,057 | \$109,464 |
| Total | \$2,298,638 | \$502,364 | \$2,801,002 |

**Administrative responsibilities are maintained by the County on behalf of the Urban County. Administrative costs include: staffing, monitoring, contract development and implementation, supplies, legal services, and other non-project delivery activities.*

Activities identified within the AAP must be consistent with the Urban County's adopted CP, which outlines the communities' needs and priorities for the plan period. The Fiscal Year 2007-2012 CP identified the need for new or rehabilitated community infrastructure. To address these needs, the Urban County participants utilize their respective yearly CDBG fund allocations for infrastructure improvements in U.S. Census designated low-income residential neighborhoods. Infrastructure improvements include, but are not limited to, sewer/water line installation/replacement, curb, gutter, storm drain, and sidewalks.

During Fiscal Year 2011-2012, Stanislaus County anticipates completing the engineering and design of Phase 1B of the Empire Storm Drain Project. Phase 1B will consist of the installation and connection of storm drain facilities, Phase 1A and 1B, to the Modesto Irrigation District's (MID) river outfall. Phase 1A of the project was completed in January of 2011. The entire project scope of work includes the installation of underground storm drainage infrastructure and street overlays. Phase 1B is contingent on costs being financed via the leveraging of Stanislaus County Redevelopment Agency and CDBG funds, environmental review results,

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and community approval to pay on-going operation and maintenance costs for the storm drain facility. Assuming that no unforeseen circumstances arise, the goal is to have a measure for voter approval to Empire residents by the end of 2011.

A complete list of proposed infrastructure projects for all Urban County members can be found in the Fiscal Year 2011-2012 AAP, pages 39-47 (Attachment 2).

Further, CDBG and ESG funds allow for opportunities for the Urban County to fund non-profit organizations that provide a public service. In accordance with HUD regulations, approximately ten percent of the total CDBG allocation for Fiscal Year 2011-2012, is proposed to be set-aside for this purpose. As part of this funding cycle, staff has received and reviewed thirty-two (32) CDBG and nine (9) ESG competitive applications for funds. Of those, the following organizations are recommended for funding under each respective program (the number of organizations recommended for funding may increase if the final Urban County allocations are greater than the estimated amounts):

Emergency Solutions Grant (ESG):

Children's Crisis Center
Community Housing and Shelter Services
Family Promise of Greater Modesto
We Care

Specific listing and program descriptions may be found in the FY 2010-2011 Annual Action Plan, pages 36-37 (Attachment 2).

Community Development Block Grant (CDBG):

| | |
|---|-------------------------------------|
| Children's Crisis Center * | Second Harvest Food Bank* |
| Center for Human Services * | Stanislaus Family Justice Center |
| Disability Resource Agency Independent Living | United Cerebral Palsy of Stanislaus |
| Family Promise | United Samaritans Foundation |
| Hughson Family Resource Center | Westside Food Pantry |
| Parent Resource Center | |
| Parent Institute for Quality Education | |

* Organizations recommended for more than one CDBG award.

Specific listing and program descriptions may be found in the FY 2010-2011 Annual Action Plan, pages 47-52 (Attachment 2).

As a HUD mandated requirement, the Urban County must provide a fair housing program designed to combat impediments to fair housing choice through education, investigation, and litigation. The Urban County annually complies with this requirement by contracting with a fair housing service provider to seek cooperation of owners and managers, and provide appropriate information and referrals in the effort to prevent housing discrimination. In the

past, the selection of a fair housing program provider has been included as part of the public service competitive application process. This year, the County, in a joint effort with the cities of Modesto and Turlock, undertook a separate Request for Proposal (RFP) to identify a single qualified fair housing program provider to contract independently with each jurisdiction. The only proposal received was from Project Sentinel; which has been the fair housing program provider for the Urban County for more than five (5) years. As a CDBG program, this item authorizes the Director of the Planning and Community Development Department to enter into a contact with Project Sentinel for fair housing program services.

Each year, the Urban County offers workforce development training utilizing CDBG funds in partnership with Computer Tutor. This program, Workforce Development Targeted Technology Training (T3), offers computer literacy training to participating Urban County residents to enhance their computer literacy skills and give them a competitive edge in finding a job and/or progressing within the employment field. In Fiscal Year 2011-2012, the Urban County's T3 partnerships will expand to include the City of Ceres in addition to the County's unincorporated areas and the cities of Newman, Oakdale, Patterson, and Waterford.

In Fiscal Year 2011-2012, the Urban County will continue its Economic Development Program designed to provide economic development opportunities for eligible individuals that have participated in the T3 program. This program is designed as a second step in the Urban County's T3 program by seeking to provide entrepreneurial opportunities to qualified individuals, through a partnership with the Stanislaus County Alliance Worknet, the T3 Program, and a local non-profit or government agency. This program will place the eligible participant in the non-profit or government agency to assist the participant in developing the necessary knowledge and skills to start a career of their own. This internship allows for resume and skill-set development, with the focus of obtaining the prerequisite skills to leverage a livable wage job within the related field of training.

Stanislaus County staff will continue to provide administrative services to each of the Urban County's participants, as well as to its own activities. As the "lead entity" of the Urban County, HUD recognizes Stanislaus County as the sole grantee responsible for the administration of CDBG and ESG funds. Accordingly, the Planning and Community Development Department is responsible for the receipt and expenditure of funds, environmental documentation for projects, eligibility determination of programs and those persons accessing the services of the programs, and program monitoring.

Based on the outcome of the Board's actions on this item, final revisions to the CP amendment and AAP will be made before submittal to HUD in April 2011. Those revisions include providing an overview of any public comments received by the Board of Supervisors during the public hearing for this item. Citizen comment summaries are provided as part of both the CP amendment and the AAP (starting on pages 5 and 17 respectively.) To date no written or verbal comment has been received. Any comments received at community meetings scheduled to occur after the Board's action at this time, will be incorporated in the CP amendment and AAP before submittal to HUD.

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HOME Investment Partnerships Program (HOME)

The Fiscal Year 2011-2012 estimated HOME Consortium allocation is \$1,535,537. Final Fiscal Year 2011-2012 award amounts will be determined by HUD and reflected in the City of Turlock's allocation adoption.

HOME program funds are used by localities to provide the following activities:

- Affordable housing development;
- Low-income first time homebuyer down payment assistance;
- Owner-occupied housing rehabilitation assistance; and
- Program administration.

Currently, the City of Turlock contracts independently with each of the Urban County participants. However, starting Fiscal Year 2011-2012 Stanislaus County will be the only Urban County participant with a direct contract with the City of Turlock. Each of the participating Urban County cities will have sub-agreements with Stanislaus County. This change reflects HUD's recognition of Stanislaus County as the "lead administrator" of HOME activities for all Urban County participants. As part of the HOME Program, this item authorizes the Director of the Planning and Community Development Department to enter into the necessary HOME Program contracts with the City of Turlock and Urban County cities.

As a result of additional administrative responsibilities, Stanislaus County expects to be compensated accordingly. The Planning and Community Development Department is working with the City of Turlock to determine the appropriate level of compensation. Once final HOME allocations and level of compensation is determined, Planning staff will make the necessary budget adjustments to be submitted to HUD, and will be reflected in the Special Revenue Grants Fiscal Year 2011-2012 Proposed and Final Budgets.

The participants of the Urban County will continue to use their HOME funds to address the variety of housing needs within their individual jurisdictions. The Urban County's CP identifies homeownership and rental housing as top priorities. As such, the Urban County will address these priorities through the continued provision of First Time Home Buyer Down Payment Assistance Programs and through partnerships with local affordable housing developers (such as Habitat for Humanity and the Housing Authority of the County of Stanislaus).

The Urban County will further address its housing needs with HOME funds by maintaining safe and sanitary housing for low-income households through the continued provision of housing rehabilitation programs, ensuring long-term affordability of units for low-income households, promoting homeownership, revitalizing communities and neighborhoods, and eliminating the physical barriers that deny access to housing.

To address rental housing and homelessness through the HOME program, the Urban County will partner with agencies such as the Housing Authority of Stanislaus County and the Children's Crisis Center to assist families and individuals that fall within the very low and low

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income household brackets that wish to transition from Section 8 or public housing rental assistance to a position of homeownership.

POLICY ISSUES:

The Board should determine if the item being considered furthers the goals of: A Safe Community, A Healthy Community, Effective Partnerships, A Well Planned Infrastructure System, and Efficient Delivery of Public Services.

The programs and projects represented in the CP and AAP are consistent with the goals and objectives of the Stanislaus County General Plan, specifically the Housing Element, the Stanislaus County Redevelopment Agency Implementation Plan, and the comparable plans of the cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford.

STAFFING IMPACT:

The Stanislaus County Planning and Community Development Department is ultimately responsible for the administration of all CDBG, ESG, and HOME funds allocated to the Urban County. In addition to monitoring the program and project files of each of the participating Urban County cities, Planning staff is responsible for monitoring the program and maintaining project files of each organization receiving funds from the Urban County. Annually, the number of different organizations receiving CDBG and/or ESG funds varies between 16 and 24. Planning staff also assists participating Urban County cities in the development of eligible projects and programs to ensure that they meet or exceed regulatory guidelines. Existing staff will perform these duties.

CONTACT PERSON:

Kirk Ford, Director of Planning & Community Development. Telephone: 209-525-6330

ATTACHMENTS:

- Attachment 1: Fiscal Year 2007-2012 Consolidated Plan Amendment
- Attachment 2: Fiscal Year 2011-2012 Annual Action Plan

STANISLAUS COUNTY CDBG URBAN COUNTY

FISCAL YEAR 2007-2012 CONSOLIDATED PLAN AMENDMENT: FOR THE INCORPORATION OF THE CITY OF HUGHSON INTO THE STANISLAUS COUNTY CDBG URBAN COUNTY

February 15, 2011

**Reference Fiscal Year 2007-2012 Consolidated Plan at:
<http://www.stancounty.com/planning/cdbg/cdbg.shtm>**

For More Information Contact:
Stanislaus County Planning & Community Development Department
1010 10th Street, Suite 3400 Modesto, CA 95354
Phone: (209) 525-6330
Fax: (209) 525-5911
E-mail: planning@stancounty.com

General Overview

The Stanislaus County Consolidated Plan is the result of a planning process and serves as the guiding document for the administration of programs provided by the U.S. Department of Housing and Urban Development's (HUD) Division of Community Planning and Development (CPD) which includes: Community Development Block Grant (CDBG) Program, Home Investment Partnerships Program (HOME), and Emergency Shelter Grant (ESG) Program. This process considers the needs of the community and how the various grant programs could respond to those needs. In May 2002, Stanislaus County received "Urban County" HUD entitlement certification for its first five (5) year Consolidated Plan for the Stanislaus County CDBG Consortium (Federally defined and hereinafter referred to as the "Urban County", which included Stanislaus County and the cities of Oakdale and Patterson. In 2007, Stanislaus County prepared and submitted its second five year Consolidated Plan document to HUD for Fiscal Years 2007 to 2012 (for the periods July 1, 2007 through June 30, 2012).

The 2007-2012 Consolidated Plan included Stanislaus County and the cities of Ceres, Newman, Oakdale, Patterson, and Waterford. Every three years, eligible non-participating Urban County Cities have an opportunity to enter into an agreement to become part of a HUD qualified Urban County and be eligible to receive CDBG, ESG, and HOME entitlement funds. As a result, in June 2010, the City of Hughson notified the Urban County of its intent to join the Urban County effective Fiscal Year 2011-2012, and subsequently entered into a Cooperation Agreement with Stanislaus County. Effective Fiscal Year 2011-2012, the Urban County membership will consist of Stanislaus County and the cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford.

This document serves as the 2007-2012 Consolidated Plan Amendment (hereafter referred to as the "CP Amendment") for the incorporation of the City of Hughson into the Urban County.

The Consortium's original 2007-2012 Consolidated Plan outlines the goals and policies for utilizing CDBG and HOME funds to assist low income households and persons in the areas of housing, associated infrastructure and economic development.

The general goal of the CDBG and HOME programs are to strengthen partnerships among all levels of government and the private sector, including for-profit and non-profit organizations, to enable them to provide decent housing, establish and maintain a suitable living environment, and expand economic opportunities for every American, particularly for very low- and low-income Americans (meaning those with incomes below fifty percent and eighty percent of the area's median income, respectively).

The City of Hughson will embrace and undertake the activities identified in the original Consolidated Plan as the needs within the City of Hughson closely resemble the needs and challenges of the original Urban County members. Those needs and objectives were identified as:

- **Providing Decent Housing**
Included within this broad goal are the following objectives: to assist homeless persons obtain affordable housing; retain the affordable housing stock; increase the availability of permanent housing that is, without discrimination, affordable to low-income Americans; and increase supportive housing that includes structural features and services to enable persons with special needs to live in dignity.
- **Providing a Suitable Living Environment**
This goal includes the objectives of improving the safety and livability of

neighborhoods; increasing access to quality facilities and services; reducing the isolation of income groups within areas by de-concentrating housing opportunities and revitalizing deteriorating neighborhoods; restoring and preserving natural and physical features of special value for historic, architectural, or aesthetic reasons; and conserving energy resources.

➤ **Expanding Economic Opportunities**

Included in this goal are the objectives of creating jobs accessible to low-income persons; providing access to credit for community development that promotes long-term economic and social viability; and empowering low-income persons to achieve self-sufficiency in federally assisted and public housing.

The City of Hughson will join the Urban County in the use of their Home Investment Partnership (HOME) Program and possibly redevelopment housing set-aside funds to address the variety of housing needs within the City.

CDBG funds, linked with other funding opportunities, will be allocated for public infrastructure and community facilities.

Additionally, a portion of CDBG funds will continue to be dedicated to the Public Service Program component which provides a competitive grant cycle giving the opportunity to public service providers to apply for CDBG and ESG funds.

The City of Hughson will also join the Urban County in embracing the following Specific Goals and Objectives (as identified in the original 2007-2012 Consolidated Plan's Strategic Plan):

Specific Goals:

- Elimination of slums and blight;
- Elimination of conditions that are detrimental to health, safety, and public welfare; conservation and expansion of the jurisdiction's housing stock;
- Expansion and improvement of the quality and quantity of the community resources;
- Reduction of the isolation of income groups with communities and geographical areas;
- Restoration and preservation of properties of special value; and,
- Alleviation of physical and economic distress.

Objectives:

- Increase the supply of affordable housing to low-income households.
- Maintain the safe and sanitary housing for low-income households.
- Ensure long-term affordability of units for low-income households.
- Promote homeownership.
- Provide shelter for the homeless.
- Provide support services and facilities for the homeless, persons threatened with homelessness, those with special needs, and low-income households.
- Increase the supply of transitional housing.
- Retrofit communities and neighborhoods with public infrastructure. (ex. storm drainage, sewer and water)
- Eliminate the physical barriers that deny access to public and community facilities and places to those with limited mobility.
- Provide essential social services, such as food and clothing, crisis intervention, anti-gang alternatives, and day care and recreational opportunities to low-income persons and families.

- Encourage economic development activities to create and retain jobs, especially in areas that are in need of physical revitalization and/or stagnant rental and high vacancy rates.

Specific projects and activities to be undertaken by the City of Hughson have been identified in the Fiscal Year 2011-2012 Annual Action Plan.

Managing the Process

Stanislaus County will continue to be the lead agency of the Community Development Block Grant Urban County. Specifically, the Stanislaus County Planning and Community Development Department will administer program on behalf of the Urban County membership. Planning and Community Development Department staff will oversee the development and implementation of the Consolidated Plan and will provide technical assistance whenever necessary.

The City of Turlock will continue to be the “lead entity” responsible for overall HOME program activity. Starting Fiscal Year 2011-2012, Stanislaus County will be the administrator of HOME activities for all Urban County Cities, including the City of Hughson. Stanislaus County will enter into a direct contract with the City of Turlock which will reflect the administrative responsibilities of Stanislaus County as the administrator of HOME activities undertaken by the Urban County.

Citizen Participation

The 2007-2012 Consolidated Plan Citizen Participation Plan (CPP) outlines the steps developed by the Urban County to insure compliance with federal regulations governing implementation of the three federal programs administered by the Stanislaus County Planning and Community Development Department, and meet their mandate to involve local residents in the planning and implementation of related projects and programs. The CPP Plan may be found on pages 4-7 of the Consolidated Plan (CP) located at <http://www.stancounty.com/planning/cdbg/cdbg.shtm>.

Stanislaus County followed its CPP by releasing the CP Amendment to add the City of Hughson to the Urban County for a 30 day public comment period (exceeding the minimum requirement of 15 days) commencing on January 11, 2011 and ending on February 15, 2011. The public hearing notice was published in the Modesto Bee on January 14, 2011, announcing the release of the CP Amendment and opening the public comment period. The CP Amendment was also be made available on January 11, 2011 for public review and input via the internet on the Stanislaus County Planning and Community Development Department’s website. Planning staff has also sharee information with local community bodies called Municipal Advisory Councils as well as the local Continuum of Care (known as the Stanislaus Housing and Support Services Collaborative).

Interested persons may submit written comments to Stanislaus County or any of the participating cities regarding the proposed amendment. Comments submitted to Stanislaus County should be addressed to Kirk Ford, Planning Director of the Stanislaus County Department of Planning and Community Development at 1010 10th Street, Suite 3400, Modesto CA 95354.

Summary of Citizen Comments:

A series of public meetings were held in January and February 2011 to discuss the details of the CP Amendment. The series of meetings include:

| JURISDICTION | DATE | TIME | LOCATION |
|---|-------------------|-----------------|------------------------------------|
| <u>County/Cities</u> | | | |
| Stanislaus County | January 11, 2011 | 10:00am/6:00 pm | 1010 10 th St. Modesto |
| City of Ceres | January 12, 2011 | 4:00 pm | 2701 Fourth St, Ceres |
| City of Hughson | January 20, 2011 | 5:00 pm | 7018 Pine St, Hughson |
| City of Newman | January 5, 2011 | 5:00 pm | 1200 Main St. Newman |
| City of Oakdale | January 19, 2011 | 4:30 pm | 120 S. Sierra Ave. Oakdale |
| City of Patterson | January 19, 2011 | 6:00 pm | 1 Plaza, Patterson |
| City of Waterford | January 4, 2011 | 5:30 pm | 540 C St. Waterford |
| <u>Municipal Advisory Councils / Communities</u> | | | |
| Denair | February 1, 2011 | 7:00 pm | 3460 Lester Rd., Denair |
| Empire | February 14, 2011 | 7:00 pm | 18 S. Abbie, Empire |
| Hickman | February 3, 2011 | 7:00 pm | 13306 4 th St., Hickman |
| Keyes | February 17, 2011 | 7:00 pm | 5601 7 th St. Keyes |
| Salida | February 22, 2011 | 7:00 pm | 4835 Sisk Rd, Salida |
| South Modesto | February 10, 2011 | 6:00 pm | 3800 Cornucopia Way, Mod. |

The following is a summary of the comments or input received from the public at each of the community meetings held throughout the months of January and February 2011 or submitted in writing directly to Stanislaus County:

Stanislaus County

No Comments Received

City of Ceres

No Comments Received

City of Hughson

No Comments Received

City of Newman

No Comments Received

City of Oakdale

No Comments Received

City of Patterson

No Comments Received

City of Waterford

No Comments Received

Town of Denair

Comments Pending

Town of Hickman

Comments Pending

Town of Salida

Comments Pending

Town of Empire

Comments Pending

South Modesto

Comments Pending

Town of Keyes

Comments Pending

Stanislaus County- Final Public Hearing

Comments Pending

Monitoring

Stanislaus County monitors all sub-recipients of Urban County funds on a quarterly basis. Planning staff will monitor the City of Hughson to ensure statutory and regulatory requirements are being met and that information submitted to Stanislaus County is accurate and complete.

An agreement will be executed with the City of Hughson which will clearly state the performance measurement standards, reporting requirements, draw-down requirements, and all applicable federal requirements. The monitoring process emphasizes on-site field visits, desk audits, open communication and assistance to sub-recipients to create an acceptable data collection and reporting system.

Housing

The 2007-2012 Consolidated Plan identifies homeownership and rental housing as top priorities to be addressed. The City of Hughson also places high priority on providing decent, safe, and affordable housing to its residents and will pursue the following Consolidated Plan objectives, to the greatest extent possible:

- Increase the supply of affordable housing through the implementation of First Time Home Buyer Down Payment Assistance, and through partnerships with local affordable housing developers.
- Maintain safe and sanitary housing for low-income households through the provision of housing rehabilitation programs.
- Ensure long-term affordability of units for low income households,
- Promote homeownership, retrofit communities and neighborhoods with public infrastructure, and
- Eliminate the physical barriers that deny access to public and community facilities and places to those with limited mobility.
- Affirmatively further fair housing by addressing barriers to fair and affordable housing to the greatest extent possible.

Non-Housing Community Development Needs:

The 2007-2012 Consolidated Plan identifies public infrastructure as a high priority non-housing community development need. The City of Hughson also has substantial needs for targeted infrastructure improvements that would alleviate some of the City's current blight. These infrastructure improvements will include related curb, gutters, sidewalks, storm drain,

sewer and water line replacements, and subsequent street overlay that follows projects of this nature.

The City of Hughson has submitted a list with a number of potential project areas in which it would like to undertake infrastructure improvements of the nature identified above. These include:

- Pine Street – 4th Street to 7th Street
- Fox Road – Tully Road to 7th Street
- Walker Lane
- 2nd Street – Fox Road to Walker Lane
- Whitmore Avenue and 7th Street
- 1st Street – Walker Lane to Locust Street
- Palmer Court
- 4th Street – Fox Road to Locust
- 5th Street – Fox Road to Locust
- 4th Street – South of Whitmore down to corner at 5th Street.

Planning staff will work with the City of Hughson to assess and determine eligibility of infrastructure projects to be included in future Annual Action Plans.

COMMUNITY DEVELOPMENT BLOCK GRANT URBAN COUNTY



Annual Action Plan *Fiscal Year 2011-2012*

*Prepared by the Stanislaus County
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APRIL 2011

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Fifth Program Year 2011-2012 Action Plan **GENERAL OVERVIEW**



Annual Action Plan includes the [SF 424](#) and Narrative Responses to Action Plan questions that CDBG, HOME, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations. The Executive Summary narratives are optional.

Executive Summary

As required by the U.S. Department of Housing and Urban Development, (HUD) this document is part of Stanislaus County's Consolidated Plan which describes the needs and strategy for using HUD funds for housing and community development programs/projects. This Annual Action Plan describes the specific programs/projects that will be undertaken during Fiscal Year 2011-2012, from July 1, 2011 to June 30, 2012.

Stanislaus County, along with the cities of Ceres, Newman, Oakdale, Patterson, and Waterford, form what is known as the CDBG Consortium (federally defined and hereafter referred to as the "Urban County"), annually receive Community Development Block Grant (CDBG) and Emergency Solutions Grant (Previously known as Emergency Shelter Grant) (ESG) entitlement funds from HUD, and is recognized as the "lead entity" under the entitlement programs. The Urban County will be entering its tenth year as an Entitlement Jurisdiction for CDBG and the eighth year as a recipient of ESG funds.

Every three years, participating Cities have an opportunity to remain or withdraw from the Urban County, and non participating cities, not independently receiving entitlement funds, have an opportunity to enter into an agreement to become part of the Urban County. The Urban County is an Entitlement Jurisdiction receiving annual grants based on a formula allocation.

The City of Hughson, has notified the Urban County of its intent to join and all currently participating Urban County Cities wish to remain members for the next three years. If approved by HUD, effective Fiscal Year 2011-2012, the Urban County membership will include the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford, and Stanislaus County.

Since 1992, the Urban County has also been a member of the City of Turlock and Stanislaus County HOME Consortium (hereafter referred to as the "HOME Consortium"). The City of Turlock is the "lead entity" with responsibility for implementing and administering HOME funds for the HOME Consortium. Beginning Fiscal Year 2011-2012 Stanislaus County, as the "lead entity" for the Urban County, will take the lead in monitoring participating Urban County Cities' use of HOME funds (including the City of Hughson, if its addition to the Urban County is approved by HUD).

This change in responsibility for monitoring of the Urban County cities is occurring at the direction of HUD. HUD recognizes Stanislaus County as the representative, and responsible entity, for all members of the Urban County with regards to HOME funds allocated to the Urban County members. Ultimately, the City of Turlock is responsible for ensuring that all HOME Consortium funded activities meet the program requirements.

The Fiscal Year 2011-2012 grant allocation amounts under each respective program are approximately:

| | |
|--------------|----------------------|
| CDBG | \$ 2,691,538 |
| ESG | \$ 109,464 |
| HOME | <u>\$ 1,535,537*</u> |
| TOTAL | \$4,336,539 |

* Total HOME allocation (including City of Turlock's share).

OBJECTIVES:

There are three specific goals of the Federal CDBG/ESG and HOME programs. They are:

1. Provide decent housing;
2. Provide a suitable living environment; and,
3. Expand economic opportunities

The Annual Action Plan has been developed to assist the participating jurisdictions achieve these three goals. The overriding consideration that is required of the CDBG and ESG programs is to benefit those members of the population that meet the definition of Targeted Income. A Targeted Income person is one who earns 80% or less of the Area Median Income (AMI). Additionally, if a project benefits a specific neighborhood or community, at least 51% of the population within that geographic boundary must be within the Targeted Income Group (TIG). The following table identifies Stanislaus County's 2010-2011 income limits established by HUD:

| Median Income | Income Limit Category | 1 Person | 2 Person | 3 Person | 4 Person | 5 Person | 6 Person | 7 Person | 8 Person |
|---------------|-----------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| \$59,500 | Extremely Low (30%) | \$12,500 | \$14,300 | \$16,100 | \$17,850 | \$19,300 | \$20,750 | \$22,150 | \$23,600 |
| | Very Low (50%) | \$20,850 | \$23,800 | \$26,800 | \$29,750 | \$32,150 | \$34,550 | \$36,900 | \$39,300 |
| | Low (80%) | \$33,350 | \$38,100 | \$42,850 | \$47,600 | \$51,450 | \$55,250 | \$59,050 | \$62,850 |

COMMUNITY NEEDS:

There is a need in the unincorporated areas of the County, as well as in Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford for new or rehabilitated community infrastructure. Infrastructure in many of the older residential communities has either deteriorated or is non-existent. From sidewalks and storm drainage to community facilities, the lack of these improvements do not promote safe and healthy communities, which in turn negatively impacts quality of life.

Further, CDBG and ESG funds allow an opportunity for the County and the Cities to fund non-profit agencies that provide public services to the community. Staff has received and reviewed thirty-two (32) CDBG and nine (9) ESG competitive applications (some from the same organizations), to obtain funds for the public service and emergency shelter components of the programs, respectively. The Board of Supervisors is presented the eligible applicants for partial or full funding based on scoring recommendations made by a review panel that consisted of six representatives from the CDBG Urban County participating jurisdictions, a representative from the County Behavioral Health and Recovery Services Department, and a representative from the County Chief Executive Office. Although Federal guidelines permit a grantee to budget up to 15% of its allocation to public service programs, the Urban County has agreed to utilize approximately 10%, for this

purpose. This allows the Urban County to utilize the additional 5% of the allocation for targeted workforce and economic development related activities.

The following are non-profit organizations that are recommended for Fiscal Year 2011-2012 funding under the CDBG/ESG Public Service Programs (the number of organizations recommended for funding may increase if the final Urban County allocations are greater than the estimated amounts):

Emergency Solutions Grant (ESG):

Family Promise
Children's Crisis Center
Community Housing and Shelter Services
We Care Program, Turlock

Community Development Block Grant (CDBG):

| | |
|---|-------------------------------------|
| Children's Crisis Center * | Second Harvest Food Bank* |
| Center for Human Services * | Stanislaus Family Justice Center |
| Disability Resource Agency Independent Living | United Cerebral Palsy of Stanislaus |
| Family Promise | United Samaritans Foundation |
| Hughson Family Resource Center | Westside Food Pantry |
| Parent Resource Center | |
| Parent Institute for Quality Education | |

* Organizations recommended for more than one CDBG award (Specific listing of programs listed in pages 47-51 of this document).

Evaluation of Past Performance

As lead entity of the Urban County, Stanislaus County assumes overall responsibility for administration of CDBG and ESG funds.

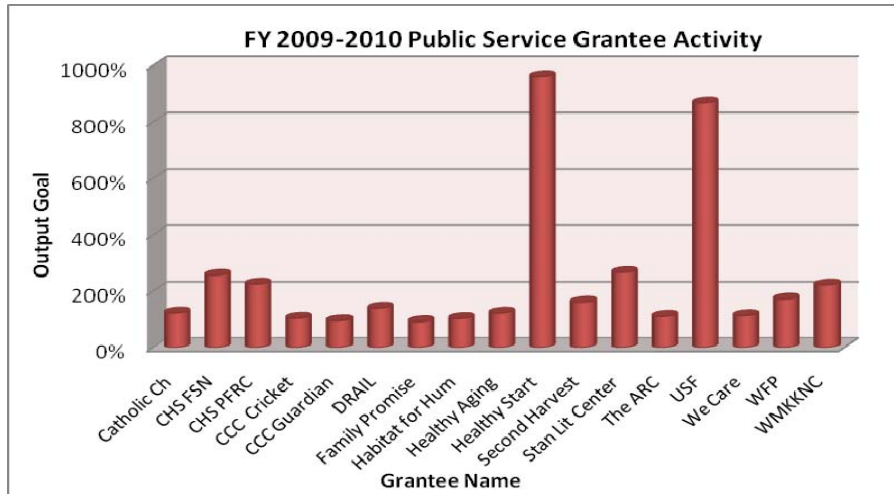
One of HUD's requirements is that entitlement communities must not have more than 1.5 times their annual allocation amount on account by April of the Fiscal Year. The Urban County has successfully incorporated the 1.5 annual allocation timeliness guidelines to apply to all participating Urban County members individually. This reduces burden being placed upon any one participating member in the Urban County, and evenly distributes the responsibility of expending CDBG funds in a timely manner to all membership and their respective projects in a more uniform manner.

Performance of all Urban County members and public service grantees are tracked in various categories from appropriate use of administrative funds to verifying that outputs and outcomes are being met for all awarded public service related activities and County and City projects.

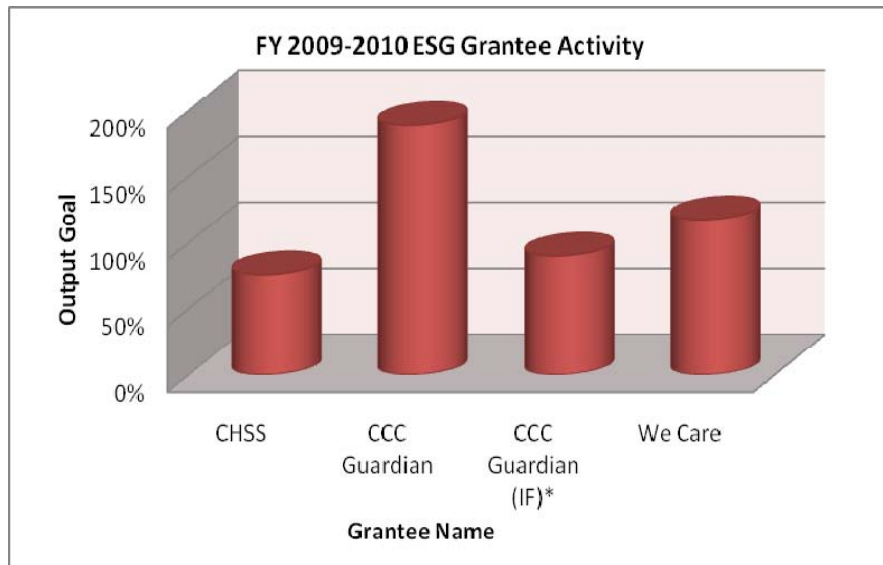
Public Service/Emergency Shelter Grantees that are not meeting the thresholds they pledged to meet during key points throughout the year are in jeopardy of only receiving partial or no funding in future fiscal years if they reapply for funding. Staff is also monitoring non-profit agency processes used to better track and follow up with participants to ascertain participant outcomes (how the participant is better off after receiving a given

service). This process helps to better justify the need for the service they provide within the community.

The following is a graph that demonstrates one aspect of our public service tracking methodology:



The following graph shows similar information from the perspective of the Emergency Shelter Grant Program:



County and City Infrastructure projects are tracked by timeline criteria. Urban County members are encouraged to begin their environmental work on projects in early March of each year so that the construction phase of the project can begin in July at the beginning of the fiscal year. Request for funds are made on a quarterly basis and timeline compliance is confirmed at that time to assure that the Urban County's collective projects are on task.

Thanks to the processes put in place by Stanislaus County, the CDBG 1.5 timeliness expenditure threshold for Fiscal Year 2010-2011 has been met well in advance (approximately 6 months in advance), compared to previous fiscal years. Staff will continue to collaboratively work with its Urban County partners to ensure that timeliness deadlines continue to be met within a comfortable timeframe as done in Fiscal Year 2010-2011.

Action Plan

Stanislaus County and the cities of Ceres, Newman, Oakdale, Patterson, and Waterford identified their target areas through several combined methods. For the development of the Annual Action Plan, the participating jurisdictions used population information derived from the U.S. Census regarding median household income, housing tenure, housing occupancy, disability status, employment status, and poverty status. Information was also compiled from the County's Continuum of Care annual report, adopted Housing Elements of the respective Urban County members, and California State Department of Finance reports. The target areas for the Urban County participants are the very low and low-income areas of the jurisdictions. Although funds are used for all residents of the Urban County's participating jurisdictions, priority is given to programs and projects in the target areas.

As the new member of the Urban County, project target areas for the City of Hughson were identified using similar information as defined above such U.S. Census data relating to population, occupancy, employment status, and poverty status. The City of Hughson will direct its CDBG funds to the low income Census Block Group target areas.

CDBG funds allocated to the Urban County are utilized for various programs including infrastructure improvement, workforce development, economic development, public services, and fair housing. Some programs are funded collectively for the benefit of the entire Urban County, such as public services. Other programs are specific to individual members of the Urban County. Each participating member of the Urban County identifies the specific needs within their respective communities as a means of determine use of their specific allocations. The following represents each participating jurisdiction's focus in relation to the use to their respective CDBG allocations:

Stanislaus County



Stanislaus County has a continued focus towards needed infrastructure improvements to address blighting conditions that include, but are not limited to, the lack of public infrastructure, deteriorating buildings, declination of economic development activity, and the deterioration of, or the lack of affordable housing.

The Annual Action Plan is the guide by which Stanislaus County performs programs and projects that facilitate infrastructure improvements. Needs within the eligible areas are then categorized as programs and projects within this document. In order to consider these projects for funding, a number of factors need to be taken into consideration. In the case of public infrastructure, these considerations can include, but may not be limited to the following:

- a. Health and safety needs of the program/project and how those needs compare with the needs of other programs/projects (i.e. high per-capita septic system failures).
- b. The willingness and ability of the local community to assess themselves for purposes of contributing towards project costs and costs of ongoing maintenance and operation of improvements inclusive of support of the program/project by the area's Municipal Advisory Council (MAC) or an organized community group (if no MAC exists to represent the area).
- c. Identified and available funding sources for the specific program/project (the ability to

leverage local agency dollars with outside funding sources are critical to ensuring a successful program/project).

- d. For public infrastructure improvement projects: 1) A working partnership between for service provider(s), the local community, and the Agency (Stanislaus County), 2) The availability of engineered designs and a cost analysis for the project, 3) The willingness/ability of the service provider(s) to consider annexation of the improvements to be made.

City of Ceres



The City of Ceres will continue to focus towards much needed infrastructure improvements that will help alleviate some of the target area's current blighting conditions. These infrastructure improvements will include related curb, gutters, sidewalks, sewer and waterline replacement, ADA curb cuts, and related storm drainage improvements. Adequate infrastructure improvements are essential for a community to experience community revitalization.

City of Hughson



As the new member of the Urban County, the City of Hughson also has substantial needs for targeted infrastructure improvements that would alleviate some of the area's current blight. These infrastructure improvements will include related curb, gutters, sidewalks, storm drain, sewer and waterline replacements, and the subsequent street overlay that follows projects of this nature.

City of Newman



The City of Newman will continue to focus towards much needed infrastructure improvements that will help alleviate some of the target area's current blighting conditions. These infrastructure improvements will include related curb, gutters, sidewalks, sewer and waterline replacement, and ADA curb cuts. Newman is also focusing on workforce development activities within their local community to offer classes that develop computer skills to provide residents with a competitive edge in their employment search.

City of Oakdale



The City of Oakdale's focus is similar and in accord with our partnering members with a focus towards much needed infrastructure improvements that will help alleviate some of the target area's current blighting conditions. These infrastructure improvements will include related curb, gutters, sidewalks, sewer and waterline replacement, replacement of damaged street overlay, and ADA curb cuts.

City of Patterson



The City of Patterson's multi-phased approach towards much needed infrastructure improvements is an efficient approach to help alleviate some of the target area's current blighting conditions. These infrastructure improvements will include related curb, gutters, sidewalks, storm drain, sewer and waterline replacement, and related street overlay. The City of Patterson is also a partner through workforce development activities within its local community.

City of Waterford



Waterford continues to face the challenges related to the accuracy of Census data in relation to income eligible Census tracts. The City expects that accurate counts of the 2010 Census will alleviate this challenge in the future, but in the interim the focus will be on pursuing eligible projects from the perspective of an urgent need as designated by HUD, or through an approved survey methodology as approved by HUD, for a specific target area. Waterford also intends to pilot the Targeted Technology Training (T3) program in partnership with the County, Oakdale, Newman, and Patterson.

General Questions

- 1. Describe the geographic areas of the jurisdiction (including areas of low income families and/or racial/minority concentration) in which assistance will be directed during the next year. Where appropriate, the jurisdiction should estimate the percentage of funds the jurisdiction plans to dedicate to target areas.**

Stanislaus County

The Urban County Consolidated Planning Area is comprised of the unincorporated portions of Stanislaus County and the cities of Ceres, Newman, Oakdale, Patterson, and Waterford, with the addition of the City of Hughson. Stanislaus County is located just south and east of the San Francisco/Oakland metropolitan region and the San Jose/Silicon Valley area. It is bordered to the north by San Joaquin County, the east by Tuolumne and Calaveras Counties, and the south by Merced County.

State Route 99 and Interstate 5, two of the State's major north/south roadways, pass through the County, offering excellent access in both these directions. Due to the presence of the Union Pacific and the Burlington Northern and Santa Fe railroads, available Amtrak Service, an intercity bus line and a metropolitan airport, the County is strategically located to continue its major role in intra-and interstate trade. This regional transportation network in conjunction with relatively low land and power costs has attracted nonagricultural-related industrial development.

Historically, food processing has been one of the area's largest manufacturing activities.

The increasingly close ties to the San Francisco Bay Area, the Sacramento metropolitan area, and the larger Central Valley have resulted in more interregional travel and have strained the County's roadways.

Stanislaus County is a combination of both urban and rural development. There are thirteen unincorporated communities that are home to 115,137 citizens that reside in the unincorporated limits of the County. There are residential subdivisions, businesses, industrial parks, highway commercial corners, public open space and facilities and farms, both large and small. For the most part, residential urban development has occurred in the community of Salida, but older and larger residential neighborhoods are adjacent to the City of Modesto, the seat of Stanislaus County.

Stanislaus County's approach in the use of CDBG funds for capital improvement projects has been to synchronize with the Stanislaus County Redevelopment Agency to address and alleviate blighting conditions within eligible areas.

The following is a map of Stanislaus County and which includes the geographical locations of all Urban County participants:

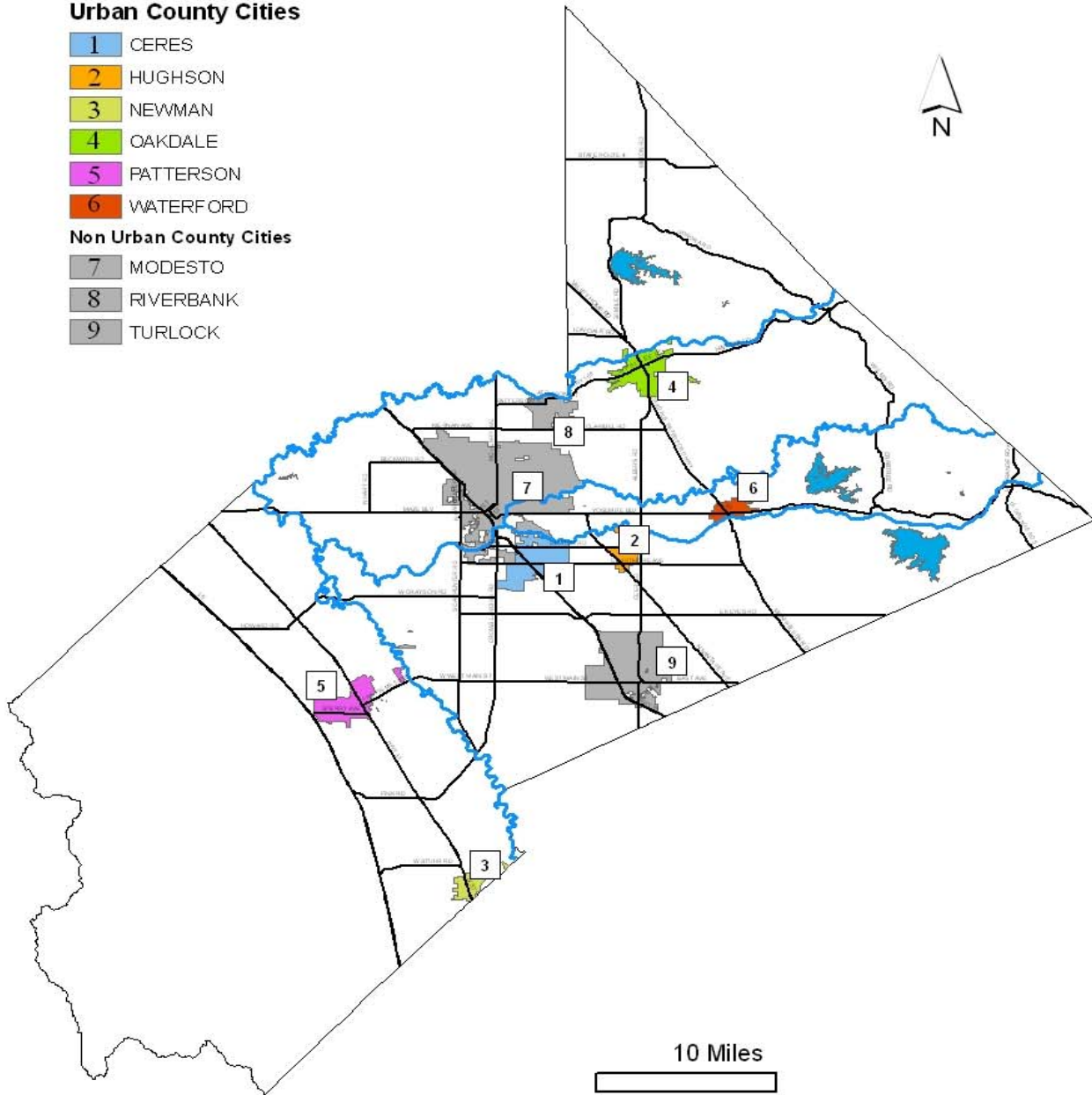
STANISLAUS COUNTY

Urban County Cities

- 1 CERES
- 2 HUGHSON
- 3 NEWMAN
- 4 OAKDALE
- 5 PATTERSON
- 6 WATERFORD

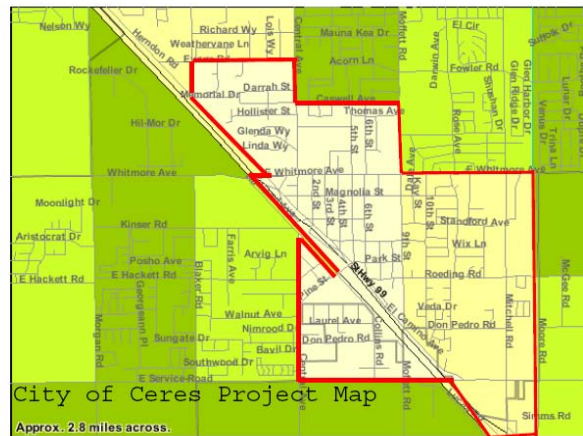
Non Urban County Cities

- 7 MODESTO
- 8 RIVERBANK
- 9 TURLOCK



March 25, 2010

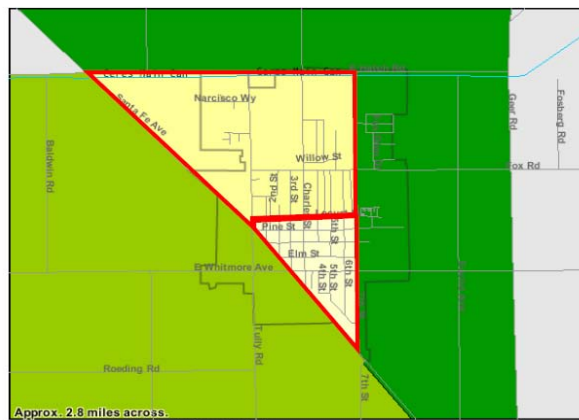
Ceres



The City of Ceres is located in the heart of Stanislaus County along the Highway 99 corridor. Ceres is in one of the Central Valley's richest and most diverse agricultural areas and is the home of the County's Agriculture Center. Ceres is a growing community with an approximate population of 42,690 in 2008. Source: U.S. Census Bureau.

The City of Ceres will dedicate its CDBG funds to conduct needed infrastructure improvements within the income eligible Census tract block groups as bounded in the above project area map.

Hughson



The City of Hughson is the smallest incorporated city in Stanislaus County, but has grown from a population of 3,259 in 1990 to 6,127 in 2010. Hughson is situated to the East of Ceres, to the North of Turlock, and to the Southeast of Modesto. Source: City of Hughson.

The City of Hughson has similar infrastructure improvement needs as the rest of the Urban County jurisdictions. CDBG funds will be used to conduct needed infrastructure improvements within the income eligible Low-Moderate Area (LMA) Census tract block groups as bounded in the above project area map.

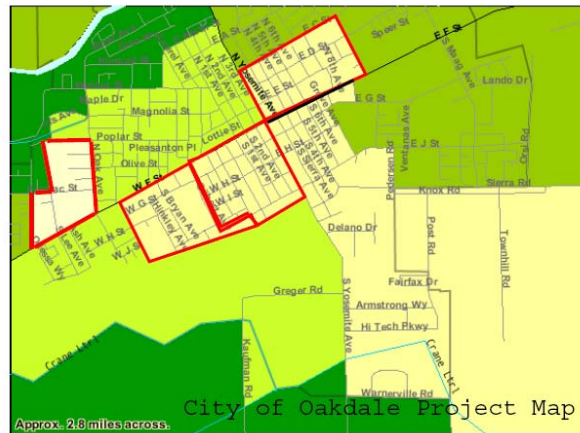
Newman



The City of Newman is located thirty miles southwest of Modesto, the County seat. The city is located in an agriculturally rich geographical area that includes a large food processing facility, historic downtown buildings, and a variety of light industrial and highway commercial development. Newman is a growing community with an approximate population of 10,000. Source: City of Newman.

The City of Newman will dedicate its CDBG funds to conduct needed infrastructure improvements within the income eligible Census tract block group project area. The project area is bounded by Yolo Street to the north, N Street to the east, Inyo Avenue to the south, and West Avenue to the west as bounded in the above project area map.

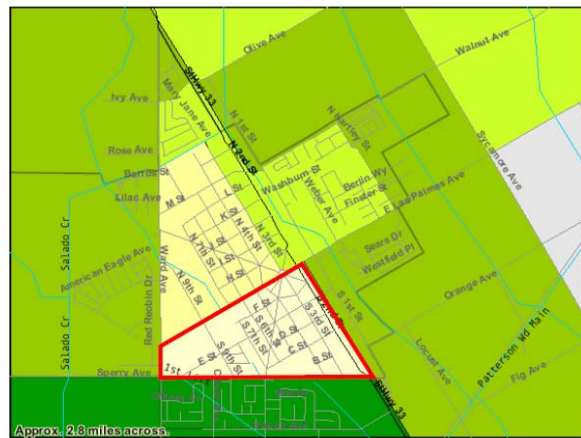
Oakdale



The City of Oakdale is located in the northeasterly portion of the county, on the south bank of the Stanislaus River, at the intersection of State Highways 108 and 120. The city is situated at the base of the Sierra Nevada Mountains. It is the gateway to Yosemite National Park and the Sierra Nevada foothills. Oakdale has a current city population of approximately 19,300. Source: City of Oakdale.

The City of Oakdale will dedicate its CDBG funds to conduct needed infrastructure improvements within the income eligible Census tract block groups as bounded in the above project area map.

Patterson

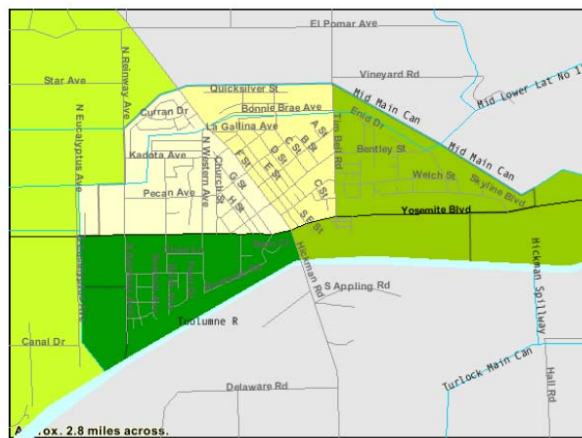


The City of Patterson is situated in western Stanislaus County on Highway 33 between Interstate 5, three miles to the west, and the San Joaquin River, about three miles to the east. Patterson is approximately 15 miles west of Modesto, the County seat.

The population of the City of Patterson was 21,168 as of January 1, 2009, according to the official estimate certified by the California State Department of Finance's Demographic Research Unit. The City derives much of its economic vitality from agriculture, food processing, and distribution. It is also home to a rapidly expanding business park adjacent to Interstate 5. Source: City of Patterson.

The City of Patterson will dedicate its CDBG funds to conduct needed infrastructure improvements within the income eligible Census tract block group project area. The project area is bounded by W. Las Palmas to the north, 2nd Street to the east, Sperry Avenue to the south, and Ward Avenue to the west as bounded in the above project area map.

Waterford



Waterford is the 8th largest city, of nine cities, in Stanislaus County with a population which has grown steadily from 2,683 in 1980 to over 7,800 today. Known as the "Gateway to Recreation", the city plays host to the thousands of people who travel through on their way to the many recreational opportunities in the area. Source: City of Waterford.

According to 2000 Census data, the City of Waterford currently does not contain any eligible low-moderate income Census block groups that would allow Low/Moderate Area (LMA) based activities. One reason for this is the fact that the City's adjacent unincorporated neighbors have higher incomes that influence the Census tract/block data. However, this data does not reflect the conditions in many incorporated residential areas of the City of Waterford that lack basic infrastructure, resulting in obvious signs of blight, typically seen in low-income neighborhoods.

Until 2010 Census data is released (given it provides favorable results for the City of Waterford that allow the City to conduct LMA projects), Stanislaus County will work with the City of Waterford to assess non-infrastructure needs of the community in order to identify potential CDBG eligible programs and projects on a Low/Moderate Clientele (LMC) basis. Stanislaus County will also work with HUD to determine proper procedures and methods to carry out door-to-door surveys and provide an acceptable survey format to determine LMA eligible block group and/or census tract areas in order for the City of Waterford to conduct LMA type projects.

2. Describe the basis for allocating investments geographically within the jurisdiction (or within the EMSA for HOPWA) (91.215(a)(1)) during the next year and the rationale for assigning the priorities.

The main objective of the CDBG program is to develop viable communities by providing decent housing and a suitable living environment and by expanding opportunities for persons of low and moderate-income.

Approximately 10% of the Urban County's CDBG entitlement allocation is designated under the "Public Service" program. The Public Service program provides funds to non-profit organizations, through a competitive application process, to provide essential public service programs throughout the participating Urban County jurisdictions.

The remaining funds are distributed among the Consortia members, via a formula that represents poverty and population census data, to address community infrastructure needs. These needs may include, but are not limited to, sidewalks and storm drainage to community facilities. CDBG funds are used to address infrastructure improvement needs, which in turn improve the quality of life by promoting safe and healthy communities.

3. Describe actions that will take place during the next year to address obstacles to meeting underserved needs.

One of the biggest challenges in meeting the needs of the underserved is the lack of sufficient funding for services provided by local governments, non-profit organizations, and other agencies. Service providers faced with this challenge are expected to provide more and more services with the same, if not smaller, budget every year.

To address this obstacle, the county will continue to seek funding opportunities through different sources, encourage projects or programs that leverage funds, and ensure that projects and programs are operated as effectively and efficiently as possible.

The County, in partnership with the Housing Authority of the County of Stanislaus, continues to support the Family Self Sufficiency program to assist low and moderate-income persons to become homeowners. The County has also partnered with Habitat for Humanity in the purchase of several lots for the construction of affordable housing units to be made available to low and moderate-income households.

Further, Stanislaus County was awarded, for the second time, State of California CalHome funds to assist with the expansion of the Stanislaus County First Time Homebuyer Program during the coming fiscal year. Stanislaus County has also been awarded CalHome funds to assist owner occupied households address health and safety related repairs in their home. These funds will continue to be used to leverage other resources and maximize the number of households to be assisted thereby addressing underserved needs.

Stanislaus County will continue its partnership with the Stanislaus Housing and Support Services Collaborative (SHSSC), a multi-agency collaborative which focuses on the community's housing and social service needs, also allows for the distribution of much needed SuperNOFA funds to affordable housing developers within the County. The Urban County will continue partnering with SHSSC to address the needs of the community and addressing obstacles to meeting underserved needs.

4. Identify the federal, state, and local resources expected to be made available to address the needs identified in the plan. Federal resources should include Section 8 funds made available to the jurisdiction, Low-Income Housing Tax Credits, and competitive McKinney-Vento Homeless Assistance Act funds expected to be available to address priority needs and specific objectives identified in the strategic plan.

In order to address the many priority needs addressed in the Consolidated Plan a combination of federal, state, and local dollars will continue to be employed to assist those in need of essential services within Stanislaus County. The Housing Authority of the County of Stanislaus as the administrator of the Housing Choice Voucher Program (known as Section 8) expects to receive approximately \$26,371,663 for the operation and implementation of the Section 8 Program.

The combination of Community Development Block Grant (CDBG), Emergency Shelter Grant (ESG), CalHome (First Time Home Buyer and Housing Rehabilitation Program Funds – State), HOME Investment Partnerships Program (HOME), local Redevelopment Agency funds (RDA), Economic Development Agency (EDA) project matching contributions, Neighborhood Stabilization Program (NSP) funds, Homeless Prevention and Rapid Rehousing funds (HPRP), Community Development Block Grant – Recovery Act (CDBG-R) funds, and other various projects matching fund sources help to address many of the priority needs and objectives identified in the plan.

Managing the Process

1. Identify the lead agency, entity, and agencies responsible for administering programs covered by the consolidated plan.

Community Development Block Grant/Emergency Solutions Grant:

Stanislaus County is the lead agency of the Urban County. Specifically, the Stanislaus County Planning and Community Development Department, serves as the lead entity for overseeing the development, implementation, and administration of the Consolidated Plan (CP) and Annual Action Plans (AAP).

The CP and AAPs are prepared by staff of the Planning and Community Development Department, with the assistance of staff from the cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford. Staff from the following County departments also played a key role in the development of the CP and AAP: Chief Executive Office (CEO), Health Services Agency (HSA), Community Services Agency (CSA), and Behavioral Health and Recovery Services (BHRS), as well as staff from the Housing Authority of the County of Stanislaus. The Housing and Support Services Collaborative of Stanislaus County (which includes representatives from countywide service providers) also provided a significant amount of input.

HOME Investment Partnerships Program (HOME):

Currently, the City of Turlock, as the lead agency, contracts independently with Stanislaus County and each of the participating cities. However, starting Fiscal Year 2011-2012, Stanislaus County will be the only member with a direct contract with the City of Turlock. Each of the participating Urban County Cities will have sub-agreements with Stanislaus County. This change reflects HUD's recognition of Stanislaus County as the administrator of HOME activities for all participating Urban County Cities (Ceres, Newman, Oakdale, Patterson, Waterford, and the addition of Hughson). The City of Turlock will continue to be the lead entity responsible for overall HOME program activity.

2. Identify the significant aspects of the process by which the plan was developed, and the agencies, groups, organizations, and others who participated in the process.

Relationships with the above mentioned resource providers consisted of written contacts, phone interviews, electronic information transfers, and face-to-face meetings, both public and informal, with both public and private sector agencies and service providers. The former were generally utilized to generate data and update previously provided information. The latter, generally taking the form of informal meetings between staff and occasional formal public hearings, were used to review draft documents and receive public comments on those documents, respectively.

3. Describe actions that will take place during the next year to enhance coordination between public and private housing, health, and social service agencies.

The Stanislaus County Planning and Community Development Department, as administrator of the Urban County, coordinates and consults with other program providers, local, state and federal government entities, non-profit and for-profit organizations and business, professional organizations, interest groups, and other parties interested in the implementation of federal programs.

Specifically, they are: Housing Authority (non-profit/County), Health Services Agency (County), Community Services Agency (County), Behavioral Health and Recovery Services (County); Housing and Community Development (State); USDA/Rural Development (Federal), Economic Development Administration (Federal), HUD (Federal); California Coalition for Affordable Housing (non-profit); Habitat for Humanity (non-profit), Stanislaus County Affordable Housing Corporation (STANCO: non-profit), California Rural Legal Assistance (CRLA), and Self-Help Enterprises (SHE: on-profit).

Stanislaus County will continue to participate in regularly scheduled meetings with the cities of Modesto and Turlock to coordinate any CDBG, HOME and ESG funded activity that may be of benefit to each of the separate entitlement communities within Stanislaus County. Further, quarterly meetings will be held between the participating jurisdictions of the Urban

County. This will assure that the activities outlined in the Annual Action Plan are given the fullest attention for design and implementation or construction.

The Urban County will maintain its membership and active involvement in the Housing and Support Services Collaborative, a multi-agency collaborative which focuses on the community's housing and social service needs, to continue outreach and information sharing with other county agencies serving similar clientele.

Citizen Participation

1. Provide a summary of the citizen participation process.

Citizen Participation is an integral part of the planning and implementation processes for the CDBG/ESG and HOME Programs, pursuant to the rules and regulations governing administration of the programs. In their attempt to assure adequate opportunity for participation by program beneficiaries and the general public, the County Board of Supervisors have set Annual Action Plan pre-submission, Plan amendment, grantee performance, sub-recipient monitoring, and record maintenance requirements. The Urban County not only complies with Federal regulations, but also wishes to insure that all residents of the participating jurisdictions, and principally families with low or moderate incomes, have the opportunity to participate in the needs identification and strategy formulation process for these programs. This Annual Action Plan outlines the steps developed by the Urban County to ensure compliance with Federal regulations governing implementation of the Federal programs administered by the Stanislaus County Planning and Community Development Department, and meet their mandate to involve local residents in the planning and implementation of related projects and programs. All required elements are contained herein including: encouragement of citizen participation; information to be provided (including specific information regarding public hearings and Plan amendments); access to records; technical assistance; and comments and complaints.

The Annual Action Plan process involves: scheduling, publicizing and conducting meetings and public hearings; providing technical assistance to applicants and other interested persons/groups; and maintaining accurate and current information regarding the CDBG/ESG and HOME programs which are available to citizens upon request.

2. Provide a summary of citizen comments or views on the plan.

The Annual Action Plan was released for its official public review and comment period on January 11, 2011. In order to solicit public participation in the preparation of the Annual Action Plan, public hearing notices were published defining the development process and how persons, agencies and interested groups could participate. Stanislaus County was also able to post announcements regarding the CDBG/ESG and HOME programs on the Planning and Community Development internet homepage, which facilitates the receipt of citizen input online.

A series of public meetings were held in January and February 2011 to discuss the preparation of the Annual Action Plan and seek public input. The series of meetings include:

| JURISDICTION | DATE | TIME | LOCATION |
|---|-------------------|-----------------|------------------------------------|
| <u>County/Cities</u> | | | |
| Stanislaus County | January 11, 2011 | 10:00am/6:00 pm | 1010 10 th St., Modesto |
| City of Ceres | January 12, 2011 | 4:00 pm | 2701 Fourth St., Ceres |
| City of Hughson | January 20, 2011 | 6:00 pm | 7018 Pine St., Hughson |
| City of Newman | January 5, 2011 | 5:00 pm | 1200 Main St., Newman |
| City of Oakdale | January 19, 2011 | 4:30 pm | 120 S. Sierra Ave., Oakdale |
| City of Patterson | January 19, 2011 | 6:00 pm | 1 Plaza, Patterson |
| City of Waterford | January 4, 2011 | 5:30 pm | 540 C St., Waterford |
| <u>Municipal Advisory Councils / Communities</u> | | | |
| Denair | February 1, 2011 | 7:00 pm | 3460 Lester Rd., Denair |
| Empire | February 14, 2011 | 7:00 pm | 18 S. Abbie, Empire |
| Hickman | February 3, 2011 | 7:00 pm | 13306 4 th St., Hickman |
| Keyes | February 17, 2011 | 7:00 pm | 5601 7 th St., Keyes |
| Salida | February 22, 2011 | 7:00 pm | 4835 Sisk Rd., Salida |
| South Modesto | February 10, 2011 | 6:00 pm | 3800 Cornucopia Way, Modesto |

The draft AAP was also taken to the city councils of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford for review and copies have been made available for review at the County Planning and Community Development Department, the Planning Departments of the cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford and the Stanislaus County Main Library. A final public hearing will be held on February 15, 2011 before the Stanislaus County Board of Supervisors.

The Planning and Community Development Department considered all oral and written public comments received in preparing and revising the Plan. A summary of responses to public comments relating to the review of the Annual Action Plan is included in the Citizen Comment Summary section of this Annual Action Plan.

Citizen Comment Summary

Throughout the months of January and February 2011, CDBG staff conducted several public meetings throughout the unincorporated areas and at least one general meeting in each of the CDBG participating jurisdictions.

Stanislaus County

No Comments Received

City of Ceres

No Comments Received

City of Hughson

No Comments Received

City of Newman

No Comments Received

City of Oakdale

No Comments Received

City of Patterson

No Comments Received

City of Waterford

No Comments Received

Airport Neighborhood

No Comments Received

Town of Denair

Comments Pending

Town of Hickman

Comments Pending

Town of Salida

Comments Pending

Town of Empire

Comments Pending

South Modesto

Comments Pending

Town of Keyes

Comments Pending

Stanislaus County- Final Public Hearing

Comments Pending

- 3. Provide a summary of efforts made to broaden public participation in the development of the consolidated plan, including outreach to minorities and non-English speaking persons, as well as persons with disabilities.**

Every year, English notices for meetings are placed in [The Modesto Bee](#), [Ceres Courier](#), [Oakdale Leader](#), [West Side Index](#), [Waterford News](#), and [Patterson Irrigator](#). In an effort to seek input and participation from the Spanish-speaking population, a Spanish notice is also published in each respective jurisdiction's newspapers. The notices are published ten days before the public meetings. The notices indicate the specific dates by which both written and oral comments must be received and include a telephone number for those who are deaf, hard of hearing, or speech disabled to receive relay communications services. That service is provided by the California Relay Service: 1 (800) 735-2929 (text telephones) and 1 (800) 735-2922 (voice). The notices also include the statement that translator services be provided by the person requiring such service.

- 4. Provide a written explanation of comments not accepted and the reasons why these comments were not accepted.**

Comments Pending

Institutional Structure

1. Describe actions that will take place during the next year to develop institutional structure.

To the extent that a gap exists in the institutional structure, a strategy of the Consolidated Plan/Annual Action Plan is to take action to close that gap. Example of gap closure is the effort of the Housing and Support Services Collaborative to link potential partners to successfully and fully implement a program project as well as new partnerships formed with agencies supporting the Probation Action Committee Team (P.A.C.T.), which connects ex-prisoners to services such as housing and employment, and other agencies promoting the development and well being of children 0-5 years of age, through the Children and Families Commission.

During public service monitoring, agency-to-agency referrals are also tracked to verify that participants receiving services do not experience any gaps as they strive to reach their goal of independence from the need of public services within the community. The development of the Homeless Management Information System (HMIS) also has the potential to actively refer consumers of homeless services in a way that greatly reduces, if not eliminates, the needs of those transitioning from the streets towards permanent housing. The Stanislaus County Continuum of Care is providing Homeless Prevention and Rapid Re-housing (HPRP) participants with access to HMIS software operated by Client Track. The six (6) agencies receiving funding for HPRP, within Stanislaus County, have agreed to share limited Universal Data Elements for clients enrolled in HPRP. HMIS data sharing helps reduce the instances of assistance gaps by allowing a streamlined intake process where agencies can refer clients to one another without duplication of intake as well as to prevent the duplication of services. The group also meets monthly in a subcommittee meeting, after the Housing Coalition meeting, to work out any issues with implementation and reporting for HPRP.

Monitoring

1. Describe actions that will take place during the next year to monitor its housing and community development projects and ensure long-term compliance with program requirements and comprehensive planning requirements.

It is the County's intent to monitor all sub-recipients of HUD Program funds on a regular basis. Monitoring will occur to ensure statutory and regulatory requirements are being met and that information submitted to the County is accurate and complete.

An agreement is executed with all sub-recipients which will clearly state the project scope of work, performance measurement standards, reporting requirements, draw-down requirements, applicable federal requirements, etc. The monitoring process will emphasize on-site field visits, desk audits, open communications and assistance to sub-recipients to create a good data collection and reporting system.

Specifically, the objectives of the County's monitoring program will be to:

- Ensure that sub-recipients implement their program and individual activities, as described in the application and the sub-recipient Agreement.
- Ensure that sub-recipients conduct its activities in a timely manner, in accordance with the schedule included in the Agreement.
- Ensure that sub-recipients costs charged to the project are eligible under applicable laws and CDBG regulations and reasonable in light of the services or products delivered.
- Ensure that sub-recipients conduct activities with adequate control over program and financial performance, and reasonable in light of the services or products.

- Ensure that sub-recipients have continuing capacity to carry out the approved project, as well as other grants for which it may apply.
- Identify potential problem areas and assist the sub-recipients with applicable laws and regulations compliance.
- Assist sub-recipients in resolving compliance problems through discussion, negotiation, and the provision of technical assistance and training.
- Provide adequate follow-up measures to ensure that performance and compliance deficiencies are corrected and not repeated.
- Comply with the federal monitoring requirements of 24 CFR 570.501(b) and 24 CFR 85.40.
- Determine if any conflicts of interest exist in the operation of the CDBG program per 24 CFR 570.611.
- Ensure that required records are maintained to demonstrate compliance with applicable regulations.
- Verify that the outputs and outcomes are realized in a timely manner.
- Track grantee's progress in fulfilling its goals and objectives set forth in the Consolidated Plan, measured with established guidelines to assure that the program remains on task. Additionally, with data collected by the grantee during monitoring visits and ultimately entered into the Integrated Disbursement and Information System (IDIS), this program is capable of presenting the data to defend its progression towards accomplishment of its goals and objectives set forth in CP. On a semi-annual basis this information is compiled and compared with the goals and objectives in the Consolidated Plan. If this information reflects the accomplishments set forth in CP, the programs will proceed as planned. If this information falls short of the goals set forth, appropriate adjustments will be made and notification sent to the respective sub-recipients to be cognizant of their need to meet certain milestones and timeliness requirements to assure receipt of program expected funds for their respective programs.

Lead-based Paint

- 1. Describe the actions that will take place during the next year to evaluate and reduce the number of housing units containing lead-based paint hazards in order to increase the inventory of lead-safe housing available to extremely low-income, low-income, and moderate-income families, and how the plan for the reduction of lead-based hazards is related to the extent of lead poisoning and hazards.**

The CDBG staff works with the Childhood Lead Poisoning Prevention Program to provide information in the unincorporated areas and the participating jurisdictions. The Childhood Lead Poisoning Prevention Program of Stanislaus County, administered through the Public Health Department, becomes involved with lead-based poisoning when notification of an elevated screening blood level is received either from the laboratory or physician. If the blood level is 10ug/dL (micrograms per deciliter), notification is made to the family. Once a child meets the case definition, an environmental investigation is performed by a Registered Environmental Health Specialist. If possible, the potential source of lead exposure is determined.

If the source of lead exposure is related to the residential physical environment (e.g. peeling paint that indicates the presence of lead) then the Housing Rehabilitation Program may participate in the source eradication.

Stanislaus County has an established Lead Poisoning Prevention Program that actively works to reduce the number of lead poisoning cases. From 2005 through 2009, there were 16

confirmed housing related lead poisoning cases countywide. The Urban County currently has various programs in place that are increasing the inventory of lead-safe housing available to extremely low-income, low-income, and moderate-income families.

During the implementation of local housing rehabilitation programs, appropriate steps are taken when the presence of lead-based paint is detected. Steps include full encapsulation, complete abatement (removal), painting or spot-repair (as per HUD-sponsored abatement course). These actions are part of the overall strategy of the Consolidated Plan and will continue their implementation in activities funded by that Plan.

The Urban County will continue to purchase bank owned homes through the Neighborhood Stabilization Program (NSP). The homes that are purchased by the Urban County jurisdictions are rehabilitated and then made available for purchase or long-term rental by families of extremely low to moderate incomes. The majority of the homes that the Urban County has purchased have been homes that were built after 1978. To date, the Urban County has purchased five homes that were built before 1978 and four of those homes are scheduled to be demolished and replaced with new single-family homes. Any homes purchased by the Urban County that were built prior to 1978 will be tested for lead-based paint. If lead based paint is found, lead abatement will be conducted by qualified contractors. Any homes determined to not contain lead-based paint, will have the interior and exterior repainted.

The Homelessness Prevention and Rapid Re-Housing Program (HPRP) is required to comply with the Lead-Based Pointing Prevention Act. Lead Based Paint inspections must be conducted on housing units for families with children 6 years of age or younger who are living in, or will move into units constructed prior to 1978. The inspections must be completed prior to the payment of any financial assistance, which include rental assistance, utilities assistance, utility/security deposits, and rental/utility arrears.

HOUSING

Specific Housing Objectives



- 1. Describe the priorities and specific objectives the jurisdiction hopes to achieve during the next year.**

The Consolidated Plan identifies homeownership and rental housing as top priorities to be addressed. The specific housing objectives in the coming fiscal year are to:

- Increase the supply of affordable housing through the continued implementation of the Neighborhood Stabilization Program (NSP), First Time Home Buyer Down Payment Assistance Program, and through partnerships with local affordable housing developers (such as Habitat for Humanity, Housing Authority of the County of Stanislaus), the State of California, and Federal Housing and Urban Development.
- Maintain safe and sanitary housing for low-income households through the continued provision of housing rehabilitation programs,
- Ensure long-term affordability of units for low-income households,
- Promote homeownership, retrofit communities and neighborhoods with public infrastructure, and
- Eliminate the physical barriers that deny access to public and community facilities to those with limited mobility.

2. Describe how federal, state, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.

Stanislaus County anticipates approximately \$2,691,538 in Community Development Block Grant, \$109,464 in Emergency Shelter Grant, and \$1,109,272 in Home Investment Partnerships Program (HOME) funding for the Fiscal Year 2011-2012 program year.

Over the next plan year, the County intends to continue the pursuit of other federal, state, and local funds to increase the amount of resources available to assist low and moderate income families and individuals. The following summarizes these resources:

Federal Resources

CDBG, ESG, HOME, NSP, HPRP, and CDBG-R (American Recovery and Reinvestment Act funds) funds will continue to be used by the Urban County to fill funding gaps for affordable housing projects/programs as needed to help leverage other funds when possible.

State Resources

The County will continue the use of State of California funds designed to fund affordable housing projects/programs. Stanislaus County is a recipient CalHome funds to provide down payment assistance to first time home buyers and for housing rehabilitation.

Redevelopment Agency Housing Set-Aside

The Stanislaus County Redevelopment Agency will continue to set-aside up to 25% of its tax increment to be dedicated to the creation of affordable housing. Urban County Cities also make use of their respective Redevelopment Agency dollars for the provision of affordable housing programs.

HUD Section 8 Program

The Housing Authority of the County of Stanislaus administers the HUD Section 8 Voucher program which is vital in providing affordable housing opportunities to low and moderate-income households.

McKinney Vento Act Funds

The Urban County is not a direct recipient of McKinney Vento Act funds, but members of the Stanislaus County Housing and Support Services Collaborative (SCHSSC) will continue to seek this funding source on an individual basis to address housing needs for the homeless in Stanislaus County. Wherever possible, the Urban County will collaborate with the SCHSSC in the implementation and delivery of services to the homeless.

Needs of Public Housing



- 1. Describe the manner in which the plan of the jurisdiction will help address the needs of public housing and activities it will undertake during the next year to encourage public housing residents to become more involved in management and participate in homeownership.**

The Urban County will continue to assist the Housing Authority in the rehabilitation of its existing public housing units and in the search for opportunities to increase their housing inventory.

Credit counseling and home ownership courses are also offered to low/moderate-income individuals/households through partnerships with Community Housing and Shelter Services, Habitat for Humanity, and Project Sentinel. This allows first time homebuyer households to better prepare for homeownership and the homeownership process.

The County will also continue partnering with the Housing Authority to provide housing opportunities for migrants, homeless, special needs, low-income families, and multiple-family construction projects.

- 2. If the public housing agency is designated as "troubled" by HUD or otherwise is performing poorly, the jurisdiction shall describe the manner in which it will provide financial or other assistance in improving its operations to remove such designation during the next year.**

Not Applicable. The Housing Authority of the County of Stanislaus has been identified as a "High Performer."

Barriers to Affordable Housing



- 1. Describe the actions that will take place during the next year to remove barriers to affordable housing.**

General Overview

In 2009 an updated Analysis of Impediments (AI) was prepared for Stanislaus County by Project Sentinel. The 2009 AI identifies the continued shortage of affordable rental housing, particularly for larger families.

An area in which improvement was made (compared to the previous AI), is the area of comprehensive fair housing services and addressing the potential for housing discrimination and predatory practices. The 2009 AI indicates that this impediment has been largely addressed and satisfactorily resolved by virtue of the Urban County's annual funding of comprehensive fair housing services.

In addition to an updated evaluation of these issues, the 2009 AI broadened its scope to include all the current participating cities, with the exception of Hughson. These new areas of analysis included Stanislaus County's relationship to the Housing Authority of the County of Stanislaus, an examination of zoning ordinances and reasonable accommodations policies, and the allocation of community development resources. Ultimately the items described below were highlighted as potential or existing impediments to fair housing within Stanislaus County:

2009 Analysis of Impediments to Affordable Housing

Jobs & Housing Imbalance

A jobs and housing imbalance continues to be prevalent throughout Stanislaus County. The average wage earned by a Stanislaus County resident that earns less than 80% of the area median income is not sufficient to afford a home in Stanislaus County. Data from the 2000 Census and American Community Survey (ACS) reflect the increasing housing cost burden throughout the County, both in general, and with respect to rental housing in particular. The 2000 Census reported that as of 1999, 28.7% of owners spent 30% or more of their income on housing costs, whereas 42.8% of renters devoted 30% or more of their income to rent. By 2005-2007, the percentage of owners expending more than 30% of their income on housing costs had risen to 39.6%. For renters, this figure had jumped to an alarming 54.4%.

Immigrant Rates

For families fleeing the prohibitively high cost of housing in many Northern California areas, the County is viewed as one of the most affordable areas in the state. Conversely, new immigrants, who have accounted for much of the Urban County's population growth, face a different set of challenges. Many of these residents have lower-paying jobs, larger families with young children, limited English proficiency, and limited education. For them, the County offers great promise, but the lack of housing affordable to low and very low income household's results in stifling housing and cost burdens. The same is true of persons with disabilities, female-headed households, and elderly residents with fixed incomes.

Multi-Family Housing Development

Since 2005 there have been two high density affordable housing projects for seniors, either approved or in the process of construction. One is located within the City of Oakdale and one is located within the City of Patterson. As economic conditions improve and growth returns, the need for affordable multi-family rental units will likely resurface.

Zoning Policies

The 2009 AI review of zoning regulations in the Urban County showed overall compliance. The City of Patterson has adopted an inclusionary zoning provision and four out of the five Urban County cities have adopted density bonus ordinances.

The amount of land zoned for residential development is minimal within unincorporated Stanislaus County areas. There are some areas that are vacant, but lack the sewer and water infrastructure that is necessary for any type of dense development to occur. Affordable housing development is encouraged to occur within the cities of Stanislaus County as they have the infrastructure available to support the development of housing. Due to the passage of Measure E, zoning for housing development within the County unincorporated area needs the provision of a ballot measure, which greatly increases barriers to affordable housing as outlined in our most recent Analysis for Impediments. NIMBYism (Not in My Back Yard), is a complex affordable housing barrier which continues to act as an obstacle to affordable multi-family housing development.

The Foreclosure Crisis

The changed economic circumstances confronted in Stanislaus County, especially those affecting homeownership and rental housing markets, must be viewed as potential threats to fair housing choice. Clearly, vacancy rates in single-family dwellings have been rising rapidly throughout Stanislaus County as more and more homes have gone into foreclosure or been abandoned, while the number of properties teetering on the verge of delinquency and default remains high and continues to grow. The Urban County member territories have collaborated with the SCHA, mortgage lenders, Habitat for Humanity and first time home buyers to coordinate implementation of the NSP program. In addition, County staff will continue to stay involved in foreclosure related seminars and workshops to assist households in danger of foreclosure through the No Homeowner Left Behind (NHLB) Central Valley initiative. In Fiscal Year 2009-2010, the No Homeowner Left Behind collaborative was expanded from Stanislaus County to Merced County and staff continues to collaborate in the coordination of foreclosure workshops. The Home Mortgage Disclosure Act (HMDA) and other data indicate that the mortgage crisis negatively impacted a higher proportion of African-American, Hispanic and other minority households. To assist these populations receive the necessary assistance to refinance their sub-prime loans, foreclosure seminars were offered for both Spanish and English speakers.

Actions to Address Barriers to Affordable Housing

In an effort to address the barriers to affordable housing, the Urban County will implement the following programs/projects during the coming fiscal year:

Neighborhood Stabilization Program (NSP)

In an effort to maximize the overabundance of vacant single-family properties in the Urban County as a potential resource for affordable housing for moderate, low and very-low income households, the Urban County has and will continue to participate in the Neighborhood Stabilization Program (NSP). NSP connects first time homebuyers to Down Payment Assistance (DPA) and affordable single family homes within the Urban County. In order to offset a shortfall of available DPA funds, NSP program income is now being used to serve program eligible participants in their pursuit of their first home.

Redevelopment Agency Housing Set-Aside

In Fiscal Year 2011-2012, the Stanislaus County Redevelopment Agency (RDA) will utilize approximately \$1,000,000 of its Housing Set-Aside funds to leverage NSP activities such as acquisition, rehabilitation/demolition, and reconstruction of foreclosed housing units within Redevelopment sub-areas. Once these housing units are brought up to local standards, they will be made available for purchase or rental by households of low to moderate incomes.

Down Payment Assistance Programs

Urban County members will continue to offer down payment assistance programs to eligible first time home buyers. This assistance makes homeownership a reality for first time home buyers who are qualified to purchase a home but do not have the means to provide a down payment. The current activity focus is NSP unit centric, to assist in program momentum and funding leverage. This approach allows for a larger number of foreclosed units to return to active housing stock within the Community, that would otherwise remain vacant.

Multi-Family Housing Development

To address the need for multi-family housing, the City of Oakdale will undertake a fifty unit affordable housing project for extremely low, very low, and low-income seniors. The estimated project cost is \$11.2 million and will be financed with a variety of sources

including Redevelopment Agency Housing Set-Aside, HOME Investment Partnerships Program, and low-income housing tax credits.

Homeless Prevention & Rapid Re-Housing Program (HPRP)

The Urban County will continue the implementation of The Homeless Prevention & Rapid Re-Housing Program (HPRP). HPRP provides Urban County residents who are experiencing homelessness or are at risk for homelessness with an opportunity to attain a jobs and housing balance through a combination of case management & affordable rental housing search & placement. This program places individuals and families in both single family and multi-family rental units.

HOME/American Dream Down Payment Initiative (ADDI)

The Urban County is a member of the City of Turlock and Stanislaus County Home Investment Partnerships Program (HOME) Consortium (hereinafter referred to as the "HOME Consortium"). The City of Turlock is the "lead entity" with responsibility for implementing and administering HOME funds to the HOME Consortium. Beginning Fiscal year 2011-2012, Stanislaus County, as the "lead entity" for the Urban County, will take the lead in monitoring participating Urban County members' use of HOME funds.

HOME program funds are used by localities to provide the following activities:

- Affordable housing development
- Assist low-income first time homebuyer households purchase their first home
- Provide health and safety related owner-occupied housing rehabilitation
- Provide program administration

The Fiscal Year 2011-2012 estimated HOME Consortium allocation is \$1,535,537. The members of the Urban County will continue to use their HOME funds to address the variety of housing needs within their individual jurisdictions. The Urban County's CP identifies homeownership and rental housing as top priorities. As such, the Urban County will address these priorities through the continued provision of First Time Home Buyer Down Payment Assistance Programs and through partnerships with local affordable housing developers (such as Habitat for Humanity and the Housing Authority of the County of Stanislaus).

The following includes narrative responses to AAP questions, relating to this section, as a requirement to be compliant with CP regulations:

1. Describe other forms of investment not described in § 92.205(b).

The Urban County is a participating jurisdiction under the City of Turlock HOME Consortium. The Urban County utilizes its annual HOME funds allocation to assist low and moderate income households through its First Time Home Buyers Down Payment Assistance Program (DPA). ADDI funds are utilized by the City of Turlock's DPA program, and Workforce Initiative Subsidy for Homeownership (WISH) funds are utilized by the Housing Authority in partnership with their Family Self-Sufficiency program.

2. If the participating jurisdiction (PJ) will use HOME or ADDI funds for homebuyers, it must state the guidelines for resale or recapture, as required in § 92.254 of the HOME rule.

Stanislaus County will utilize the 92.254 affordability requirements as the minimum threshold (i.e. – 20 years), but whenever possible the membership will incorporate the Redevelopment laws 45 to 55 year affordability recapture criteria.

The County imposes recapture requirements to recapture the entire amount of the County investment from the homeowner, to ensure affordability. However, when the recapture requirement is triggered by a sale (voluntary or involuntary) of the housing unit, and there are no net proceeds or the net proceeds are insufficient to repay the County investment due, the County can only recapture the net proceeds, if any. The net proceeds are the sales price minus superior loan repayment (other than County investment) and any closing costs.

If the net proceeds are not sufficient to recapture the full County investment plus enable the homeowner to recover the amount of the homeowner's down payment and any capital improvement investment made by the owner since purchase, the County will share the net proceeds. The net proceeds are the sales price minus loan repayment (other than County investment) and closing costs. The net proceeds will be divided proportionally as set forth in the following mathematical formulas:

$$\frac{\text{County investment}}{\text{County investment} + \text{homeowner investment}} \times \text{Net proceeds} = \text{County amount to be recaptured}$$

$$\frac{\text{Homeowner investment}}{\text{County investment} + \text{homeowner investment}} \times \text{Net proceeds} = \text{amount to homeowner}$$

- 3. If the PJ will use HOME funds to refinance existing debt secured by multifamily housing that is that is being rehabilitated with HOME funds, it must state its refinancing guidelines required under § 92.206(b). The guidelines shall describe the conditions under which the PJ will refinance existing debt. At a minimum these guidelines must:**

Not Applicable

Non-Homeless Special Needs Housing

- 1. Describe the priorities and specific objectives the jurisdiction hopes to achieve for the period covered by the Action Plan.**

The Urban County will continue to serve the non-homeless special needs populations such as those victimized or in jeopardy of experiencing domestic violence. Through the public service programs we will support single parents and children that are victimized by this violence.

The Urban County also offers public service programs to other non-homeless special needs populations including but not limited to the elderly and frail, those diagnosed with mental, developmental, and physical illnesses, those suffering from alcohol and drug addictions, HIV and AIDS.

Whenever possible, the Urban County will partner with agencies such as Stanislaus Community Assistance Project (SCAP) to address the housing needs of these special needs populations.

HOMELESS PROGRAMS

Homeless Prevention

- Sources of Funds**—identify the private and public resources that the jurisdiction expects to receive during the next year to address homeless needs and to prevent homelessness. These include the McKinney-Vento Homeless Assistance Act programs, other special federal, state and local and private funds targeted to homeless individuals and families with children, especially the chronically homeless, the HUD formula programs, and any publicly-owned land or property. Please describe, briefly, the jurisdiction's plan for the investment and use of funds directed toward homelessness.

The chart below indicates the funding acquired through the Stanislaus County Housing and Support Services Collaborative to assist those individuals/families directly suffering from homelessness along with those in jeopardy of becoming homeless.

| CA-510 - Turlock/Modesto/Stanislaus County CoC | | | | | |
|--|---|---------|-----------|------------|--------------------|
| Applicant Name | Project Name | Program | Component | Grant Term | Award Amount |
| Community Housing and Shelter Services | Supportive Services to Housing | SHP | SSO | 3 Years | \$264,026 |
| Housing Authority of the County of Stanislaus | Miller Pointe Project Shelter plus Care | S+C | PRA | 1 Year | \$142,200 |
| Housing Authority of the County of Stanislaus | Shelter plus Care 1-4 Project Renewal | S+C | TRA | 1 Year | \$579,240 |
| Housing Authority of the County of Stanislaus | Stanislaus HMIS Project | SHP | HMIS | 3 Years | \$249,631 |
| Stanislaus Community Assistance Project | HALO Apartments | SHP | PH | 3 Years | \$658,575 |
| Total: | | | | | \$1,893,672 |

Source: HUD Fiscal Year 2009-2010 Continuum of Care Grants Award

Program Types

SHP – Supportive Housing Program
Information System
S+C – Shelter Plus Care

Component Types

HMIS – Homeless Management
PH – Permanent Housing
PRA – Project-based Rental Assistance
TRA – Tenant-based Rental Assistance
SSO – Supportive Services

The Emergency Solutions Grant Program (ESG) and the Homeless Prevention & Rapid Re-Housing Program (HPRP) are also tools available to Urban County residents to address homelessness. Currently, programs within Stanislaus County receiving HPRP funds provide case management, emergency shelter, transitional shelter and financial assistance to rapidly re-house homeless individuals or families or to prevent them from becoming homeless. Implementation of the HEARTH Act will take place in Fiscal Year 2011-2012, which redesigned ESG to focus on shelters, permanent housing and homeless prevention activities. Although the regulations for this revised grant program have not been finalized, HUD has produced draft documents that indicate the program will combine elements of the existing Emergency Shelter Grants Program with the Recovery Act's Homeless Prevention and Rapid Re-Housing Program. Many Fiscal Year 2010-2011 ESG recipients are already implementing both the ESG and the HPRP Programs for Urban County area residents.

2. Homelessness—In a narrative, describe how the action plan will address the specific objectives of the Strategic Plan and, ultimately, the priority needs identified. Please also identify potential obstacles to completing these action steps.

With continued funding for our Housing Rehabilitation programs, we are able to limit/reduce the amount of affordable housing units that fall into disrepair. If these units are maintained and are able to meet appropriate health and safety standards, then the families/individuals are able to maintain their housing status without having to face the prospect of homelessness.

Through the Emergency Solutions Grant (ESG) and Homeless Prevention & Rapid Re-Housing (HPRP) Programs, Stanislaus County residents facing short-term financial crisis are able to seek assistance through agencies such as Community Housing and Shelter Services, who provide rental vouchers and monthly rental payments to prevent people in jeopardy of becoming homeless within seven (7) to ten (10) days.

Shelters receiving ESG and HPRP funds also assist the transition of individuals and families from homelessness to permanent housing through the combination of emergency and transitional shelter with case management and housing search and placement. ESG funds are also utilized by funded agencies to provide basic food, shelter and access to showers and clean clothing to assist in meeting the basic needs of the homeless community. These resources ease the financial burden of the homeless and assist in the facilitation of achieving permanent shelter.

3. Chronic homelessness—The jurisdiction must describe the specific planned action steps it will take over the next year aimed at eliminating chronic homelessness by 2012. Again, please identify barriers to achieving this.

Approval of the Stanislaus Housing and Support Services Collaboratives' (SHSSC), federally recognized as the Continuum of Care, 10-Year Plan (2002-2012) to End Long-Term Homelessness has been received from all Urban County participants and the City of Modesto. SHSSC will provide annual updates regarding the plan and continue to develop the vision of addressing the housing and support service needs of this population; as well as, updates about the communities goal of meeting the pledged number of affordable housing units intended to serve the chronically homeless by the end of Fiscal Year 2012.

In addition to providing basic food, shelter and access to showers and clean clothing, agencies that have received ESG and HPRP funds through the Urban County assist the transition of individuals and families from homelessness to permanent housing by combining shelter with case management and housing search and placement. The goal of the HPRP program is to house 78 homeless individuals, comprised of 38 households, by the end of the Fiscal Year 2011-2012.

The Urban County members will continue to work with service providers to address the needs of the homeless by leveraging funding and work with institutions such as social service agencies, the correctional system, mental health system, that may have a direct engagement in the lives of the homeless and those at risk of becoming homeless.

4. Homelessness Prevention—The jurisdiction must describe its planned action steps over the next year to address the individual and families with children at imminent risk of becoming homeless.

With continued funding for our Housing Rehabilitation programs, we are able to limit/reduce the amount of affordable housing units that fall into a state of disrepair. If these units are maintained and are able to meet appropriate health and safety standards, then the families/individuals are able to maintain their housing status without having to face the prospect of homelessness.

Through the Emergency Solutions Grant (ESG) and Homeless Prevention & Rapid Re-Housing (HPRP) Programs, Stanislaus County residents facing short-term financial crisis are able to seek assistance through non-profit organizations, which provide temporary rental assistance in combination with case management and referral services to prevent people in jeopardy of becoming homeless within seven (7) to ten (10) days. HPRP is aiming to assist 169 individuals, comprised of 49 households, with maintaining their permanent housing by the end of the Fiscal Year 2011-2012. Shelters receiving ESG & HPRP funds also assist the transition of individuals and families from homelessness to permanent housing through the combination of emergency and transitional shelter with case management and housing search and placement. These resources ease the financial burden of the homeless and assist in the facilitation of achieving permanent shelter.

5. Discharge Coordination Policy—Explain planned activities to implement a cohesive, community-wide Discharge Coordination Policy, and how, in the coming year, the community will move toward such a policy.

On July 10, 2001 the Board of Supervisors of Stanislaus County unanimously designated the Stanislaus Housing and Support Services Collaborative (SHSSC) as the planning and coordinating body for homeless programs and services in Stanislaus County; directed staff to seek Modesto City Council Support for similar designation to facilitate the collaboration of efforts on behalf of the homeless (City of Modesto adopted June 26, 2001, by Resolution No. 2001-313); directed staff to explore the feasibility of a collaborative effort to fund a grant writing capability to be shared by the City/County and Housing Authority; requested SHSSC submit bylaws for Board review; and, designated the SHSSC to develop and implement the Continuum of Care Plan as required by HUD – BHRS and CSA Resolution No. 2001-530.

The Board of Supervisor’s designation of the SHSCC to develop and implement the Continuum of Care Plan includes the following discharge policy (excerpt from the SHSSC Continuum of Care Plan):

“The Stanislaus County Continuum of Care is working with the appropriate local and State government agencies to ensure that discharge policies for

persons leaving publicly funded institutions or systems of care are being developed and implemented to prevent the discharge of persons from immediately resulting in homelessness. The following illustrates policies currently in place within the County and future plans to improve the discharge planning process.

Through contracted services provided by Telecare SHOP, (the county's primary agency which conducts extensive outreach to chronically homeless mentally ill individuals), Behavioral Health and Recovery Services provides treatment and discharge planning to adults with serious mental illness and/or chemical addiction. SHOP has extensive policies in place to ensure that patients and mentally ill inmates are not discharged into inappropriate settings such as shelters, the streets, hotels or motels. Discharge planning is multi-disciplinary and begins at the time of admission to the facility. SHOP has the primary responsibility of discharge planning for each patient. The discharge planning team involves the patient, family, guardians, and community agencies to develop a plan for a living situation, medication, vocational, social and educational needs; community based follow-up; support services; and meaningful life activities. The discharge planning process also includes looking at a supportive or protective environment if the patient is expected to be incapable of independent living. SHOP case managers work directly with BHRS to arrange appropriate follow-up services, including housing, for the patients who are discharged. Information regarding the patient's diagnosis and medications and other pertinent information is forwarded to the various agencies that will be providing the follow-up services for the patient. To ensure that discharges do not result in homelessness, the SCHSSC works closely with SHOP to ensure current policies are effective.

Appropriate discharge settings include nursing homes, basic care facilities, adult foster care, and independent living. SHOP assists individuals in completing applications for this and other mainstream resources such as Social Security prior to the patient's discharge. In addition, the Housing Authority will be collaborating with BHRS to provide Section 8 Vouchers for persons who are homeless and being discharged from institutions, hospitals, or jail facilities.

In Stanislaus County, Social Service Agencies are responsible for ensuring that children and youth in foster care settings are returned to their families or to settings other than homeless circumstances. During Fiscal Year 2003-2004 a planning group comprised of mental health representatives and the members of the SCHSSC who provide transitional and permanent supportive housing to youth out of foster care or other children's systems of care developed a comprehensive policy designed to decrease discharges to McKinney Vento beds, emergency shelters, psychiatric hospitalization and homelessness. In October 2003, the Stanislaus County Youth Focus Group developed a report, which is now utilized statewide to address the needs of youth exiting children's systems of care. With direction from the focus group, the needs assessment was conducted by consumer representatives within the mental health system who interviewed and evaluated their young adult peers and developed an assessment of gaps in services.

The Stanislaus County Community Services Agency in collaboration with supportive service and housing providers have developed programs to prevent youth from entering McKinney-Vento emergency shelter systems.

Presently, there are four government and community-based projects designed to provide transitional to permanent supportive housing. Supportive services through Child Welfare includes an after care social worker who connects the youth with services such as access to mainstream resources, education, financial, vocational, and mental health/substance abuse services. Three district transitional and permanent supportive housing service programs are offered for young adults, and young families through age 24, and one program is specifically designed for youth 17 to 19 years of age.

The CA Department of Corrections (CDC) recently developed the Police and Corrections Team Program (PACT), which is required within each parole district statewide. This program, also referred to as Community Policing, is a nationally recognized partnership between law enforcement and local service providers to ensure that parolees are provided with a connection to adequate supportive and housing services to improve their success in reintegrating into the community. In June 2004, members of the SCHSSC met with the coordinators of this program to discuss their role in the CoC Plan. Members of the PACT team expressed an interest in working with the collaborative in developing a comprehensive discharge plan for parolees residing in Stanislaus County. On July 8, 2004, the PACT team held its first meeting, which consisted of local law enforcement, parolees, and local service providing agencies.

The SCHSSC envisions the discharge planning process beginning at the time of admission to a facility. However this is not occurring consistently. Currently, discharge arrangements are made only for the inmates with serious mental illness or who have HIV/AIDS who choose to receive services from the local Human Service Centers. The Department of Corrections does make arrangements with the local Probation and Parole (P&P) when necessary. P&P does monitor the living situations of the parolees on an on-going basis. Because of the nature of some of the persons' crimes (felonies, sexual offenders, drug related charges), persons exiting the penitentiary are faced with limited discharge options, which may include shelters.

The SCHSSC is working with the coordinators of PACT and is in the process of establishing a Discharge Planning Subcommittee. This sub-committee will attend county and possibly statewide discharge policy planning meetings, make connections with local and state government agencies regarding their discharge planning policies and processes, report their findings to the SCHSSC, and monitor the discharge processes to ensure that discharges do not result in homelessness.

This committee will comprise of members who represent the mentally ill, substance abusers, youth out of foster care, disabled and parolee populations and who can identify the specific needs within each sub-population in order to create better discharge plans for these populations. This committee will be "liaison" to work with the SCHSSC, Department of Corrections (DOC), local law enforcement, service providers, housing providers and other institutions or facilities. With its diverse membership representing special populations, this committee will be well positioned to serve as an "overseer" for discharge planning. If necessary, this committee can, as a countywide advocacy group, raise concerns regarding discharge planning to the appropriate agencies. The liaison will also report to the SCHSSC any issues of concern to determine whether there are on-going issues surrounding inappropriate discharges.

Other actions, which will be undertaken, include contacting the DOC to discuss the importance of initiating discharge planning at the time of admissions and the need to hold regular meetings of aftercare coordinators regarding the discharge of inmates with serious mental illnesses and chemical dependency needs into the community. Based on the results of this research, the SCHSSC will consider the needs in developing permanent supportive housing for inmates released from facility settings."

The Stanislaus County Community Development Block Grant Program (CDBG), in response to the federal requirement that all Annual Action Plans have a policy that relates to potential homelessness of individuals being released from local, state, or federal funded institutions (e.g. jail, prison, and foster-care program), provides for the following support for those persons.

There are a number of local service providers that are part of the Police and Corrections Team Program (P.A.C.T.) and meet twice a month to share their support services with recent parolees. Agencies participating include:

- United Samaritan Foundation - meals
- Employment Development Dept. - employment opportunities
- Dept. of Motor Vehicles - identification
- Advancing Vibrant Communities - matches needs with providers
- King-Kennedy Memorial Center - educational skills
- People's Christian Fellowship Church - supportive living
- Modesto Learning Center - education
- AEGIS Medical Systems - addiction treatment
- New Hope Recovery - addiction treatment
- Friends Outside - job development
- Salvation Army - meals, rehabilitation
- Reformers Unanimous - faith-based
- Modesto Gospel Mission - meals, shelter
- AGAPE House - shelter, discipleship
- Solidarity Fellowship - shelter, sober living communities, employment opportunities
- Community Rehabilitation and Educational Services - shelter, recovery program for men
- Celebrate Recovery - recovery program
- Dept. of Child Support Services - Angel Tree Network
- Proposition 36 - drug treatment programs

To the extent that shelter services are needed, Stanislaus County will interface with the appropriate service organization to access shelter. Should there be a need that cannot be met utilizing any of the above shelter providers, Stanislaus County will utilize other agencies that are not part of PACT, but nevertheless provide shelter for the homeless and Target Income Group.

These agencies include:

- We Care
- Family Promise
- Community Housing and Shelter Services
- Interfaith Ministries

The CDBG program will interface with the Stanislaus County Community Services Agency to respond with shelter needs of those persons 'aging-out' of the Foster Care system.

County Staff will also work with agencies (e.g. Behavioral Health and Recovery Services (BHRS) to develop housing projects that respond to needs beyond a stand-alone shelter (i.e. a facility that would include among other things medical services).

Emergency Solutions Grant (ESG)

Overview of Program

Funds are set aside to allow non-profit organizations and service providers to apply through a competitive process for an Emergency Solutions Grant Program (ESG) grant. The maximum amounts that an eligible organization may apply for is not yet known. The program was recently revised by the HEARTH Act. Although the regulations for this revised grant program have not been finalized, HUD has produced draft documents that indicate the program will combine elements of the existing Emergency Shelter Grants Program with the Recovery Act's Homeless Prevention and Rapid Re-Housing Program. Many Fiscal Year 2010-2011 ESG recipients are already implementing both the ESG and the HPRP Programs for Urban County area residents. The ESG grant is intended for services provided to eligible Urban County residents. The activities funded must meet the regulations to be released early next year by HUD. Applications were released on November 17, 2010 and were due for submittal December 6, 2010. Submitted applications were received by the Stanislaus County Planning and Community Development Department and reviewed and scored by a review team, consisting of a representative from each Urban County City, the Stanislaus County Chief Executive Office, and a representative from the Housing and Support Services Collaborative. This year's grant applicants presented to the grant review team on December 13 and 14, 2010. Final recommendations regarding funds are provided below. All agencies recommended for ESG funding will be trained on the revised grant regulations prior to finalization of Fiscal Year 2011-2012 Grant Agreements.

The purpose of ESG funds are to help operate these homeless facilities, to provide essential support services to residents, and to help prevent families or individuals who are immediately at-risk of becoming homeless and to re-house those that are experiencing homelessness. HUD has established a list of eligible activities, and allows the local grantee, to select activities in accordance with its own community development objectives.

Designed as a first step in a Continuum of Care plan of assistance, the ESG program strives to both prevent homelessness and address the immediate needs of persons residing on the street and needing emergency shelter and transitional housing, as well as assisting their movement to independent living through permanent housing and permanent supportive housing.

ESG serves a variety of homeless persons and families, with no restrictions. Any targeting of ESG funds results from local service and shelter providers design of programs to address the specific needs of various homeless subpopulations, such as victims of domestic violence, youth, mentally ill, veterans, or families with children. A portion of ESG may be used to serve persons at imminent risk of losing their permanent housing and becoming homeless.

While flexible, in terms of serving all homeless subpopulations and preventing persons from becoming homeless, the ESG program legislation and implementing regulations will limit the types of activities and amounts of funds that can be spent on different activities. In addition to providing basic shelter for homeless persons, the upcoming program changes are anticipated to emphasize homeless prevention and rapid re-housing for those at risk of homelessness or for those currently experiencing homelessness.

The previous ESG program had regulatory caps on the following five categories of eligible activities:

- Renovation, Rehabilitation, Conversion (Fiscal Year 2010-2011 received \$27,366)
- Essential Services (Fiscal Year 2010-2011 capped at \$32,839)
- Operational Costs (Fiscal Year 2010-2011 capped at \$10,946)
- Homeless Prevention Activities (Fiscal Year 2010-2011 capped at \$32,839)
- Administrative Costs (Fiscal Year 2010-2011 capped at \$5,473)
- Total Fiscal Year 2010-2011 ESG award - \$109,464

HUD issued guidance on the impact the HEARTH Act will have on the ESG Program for Fiscal Year 2011-2012 indicates that these previous program caps will be eliminated and replaced with a 60% maximum (or Hold Harmless Need "HHN" maximum) of grant funds to be spent on shelter and street outreach activities. The remaining grant funds will be set aside for Homeless Prevention and Rapid Re-Housing activities. In addition, the Administration cap will remain but is proposed to be increased from 5% to 7.5% of the total grant allocation. All ESG recipients will be required to participate in HMIS for the 2011-2012 Fiscal Year. The ESG formula for the allocation of funds is proposed to stay the same as the current ESG program allocation formulas.

The following is an estimate breakdown of Stanislaus County's ESG allocations for Fiscal Year 2011-2012, based on HUD issued guidance relating to the potential impacts of the implementation of the HEARTH Act on the ESG Program for Fiscal Year 2011-2012 (these figures are subject to change based upon HUD's issuance of final HEARTH Act regulations):

Administrative Costs (7.5% cap): **\$8,057**

Eligible Activities

Eligible costs include costs related to County ESG program administration, coordination, progress reports, audits, and monitoring of recipients.

Ineligible Activities

- Preparation of Consolidated Plan and other application submissions;
- Conferences or training in professional fields such as accounting and management; or
- Salary of organization's executive director (except to the extent they carry out eligible administrative functions)

Homeless Prevention and Rapid Re-Housing Activity Costs: **\$40,563**

Eligible Activities

Housing relocation & stabilization services:

– Search, mediation or outreach to property owners, legal services, credit repair, providing security or utility deposits, utility payments, rental assistance for final month at location, assistance with moving costs

– Other activities that are effective at (A) Stabilizing individuals and families in their current housing; or (B) Quickly moving such individuals and families to other permanent housing

- Housing search
- Legal services
- Mediation/outreach to property owners
- Credit repair
- Other activities related to stabilization and re-housing

Shelter/Street Outreach Activity Costs (60% cap): **\$60,844****Eligible Activities**

- Renovation, rehabilitation, conversion of homeless shelters/facilities
- Operating costs of homeless shelters/facilities
- Essential services related to emergency shelter, street outreach or Homeless Prevention and Rapid Re-Housing Services

Program Eligibility

To be eligible for ESG assistance, an ESG project must serve extremely low, very low, and low income households. These income categories are defined as those at or below 80% of the area median income.

Area Median Income (AMI) Levels

| Median Income | Income Limit Category | 1 Person | 2 Person | 3 Person | 4 Person | 5 Person | 6 Person | 7 Person | 8 Person |
|---------------|-----------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| \$59,500 | Extremely Low (30%) | \$12,500 | \$14,300 | \$16,100 | \$17,850 | \$19,300 | \$20,750 | \$22,150 | \$23,600 |
| | Very Low (50%) | \$20,850 | \$23,800 | \$26,800 | \$29,750 | \$32,150 | \$34,550 | \$36,900 | \$39,300 |
| | Low (80%) | \$33,350 | \$38,100 | \$42,850 | \$47,600 | \$51,450 | \$55,250 | \$59,050 | \$62,850 |

Source: HUD May 2010

2011-2012 ESG Programs

The following lists the funding recommendations based on final application scoring results for Fiscal Year 2011-2012. Final funding awards will be based off of the actual award amount received from HUD for FY 2011-2012 and on implementation of the pending ESG regulation changes.

Children's Crisis Center***Marsha's Protective Infant/Toddler Project*** **\$24,220**

This project will provide necessary shelter opportunities and specialized care for an impoverished population of high risk infants and toddlers living in Newman, Crowslanding, Ceres, Patterson, Waterford, Salida, and the unincorporated areas of Modesto. Each infant and toddler's physical, emotional, therapeutic, and nutritional needs will be attended by qualified, caring staff, trained in early childhood development, crisis management and emergency intervention. Case Management staff will guide families with the supportive services of crisis counseling, resource identification, referral services, and parent education. This integration of services will protect children from unstable or violent living conditions and afford high risk parents opportunities to address the family circumstances responsible for creating homelessness.

Community Housing and Shelter Services **\$40,563*****Homeless Prevention Program***

Funds will be used to provide rental/mortgage assistance to assist up to 44 households, 154 individuals. Households, that have obtained a valid rental agreement and have not moved in, call our Rental Assistance Hotline line and are screened for their eligibility to given deposit to move in. They must be residents of Stanislaus County and be at or below 80% of the area median income for the County. An appointment is set and the household is given a list of documents they must provide. The rental assistance staff works with the household

and the landlord, to obtain necessary information and documentation. The address and property owner are verified through the County Assessor's office or a title company. Rent reasonableness is determined.

Family Promise of Greater Modesto \$18,900

Shelter Services for Homeless Families

Family Promise of Greater Modesto provides shelter to families who are homeless. They provide families with a safe environment to remain together with their families, food, overnight accommodations, a Day Center to operate from, including showers and laundry facilities, phone and internet access and transportation from the Day Center to the shelter. This project will support 26 families, up to 100 individuals in the year to empower them to move out of homelessness into permanent housing. We will provide Life Skills training once a week in group meetings and daily intensive case management to assist them in moving out of homelessness.

We Care \$17,724

Emergency Cold Weather Shelter

The We Care Program (WCP) Emergency Cold Weather Shelter serves chronically homeless men over the age of 18 throughout Stanislaus County. The WCP's Cold Weather Shelter has the capacity to shelter 34 homeless individuals a night during the worst part of the winter. The Shelter will operate from December 1, 2011 to March 31, 2012, seven days a week from 6:30 p.m. to 8:00 a.m. Nutritious meals are provided nightly by various churches, organizations, clubs, individual families, and CSU Stanislaus faculty and students.

Homeless Prevention & Rapid Re-Housing Program (HPRP)

Title XII of the American Recovery and Reinvestment Act of 2009 provided \$1.5 billion through the Department of Housing and Urban Development (HUD) for homeless prevention and re-housing assistance to provide temporary financial assistance and housing relocation and stabilization services to individuals and families who are homeless or are in danger of becoming homeless. The Urban County received \$1,023,163 in HPRP funds for a three year program. The Children's Crisis Center and We Care of Turlock utilize these funds from the Urban County to provide eligible HPRP participants with case management and housing search & placement services. Eligible participants may receive up to 18 months of financial assistance with rental & utility payments, rental & utility arrears and/or rental & utility deposits. Eligible participants must be at or below 50% of the Area Median Income and be either homeless or lack the financial resources and support networks needed to obtain immediate housing or remain in its existing housing. Program success is based off of numbers of program participants that are able to sustain housing after the subsidy ends.

The homeless prevention goal of the HPRP program is maintain 169 individuals, comprised of 49 households, in stable permanent housing by the end of the Fiscal Year 2011-2012. The rapid re-housing goal of the HPRP program is to stably house 78 homeless individuals, comprised of 38 households, by the end of the Fiscal Year 2011-2012. As of the 6th quarter, ending on December 15, 2010, the program has served 132 individuals, comprised of 57 households, with Rapid Re-Housing services and 198 individuals, comprised of 54 households with Homeless Prevention services.

Due to changes within their agencies the Community Housing and Shelter Services and Inter-Faith Ministries, will not be providing HPRP services for Fiscal Year 2011-2012. The remaining HPRP funds will be reallocated to the Children's Crisis Center, We Care of Turlock and to Stanislaus County to continue implementation of the program. The program anticipates the ability to continue to serve existing and new clients through the middle of Fiscal Year 2011-2012.

COMMUNITY DEVELOPMENT

Community Development Block Grant (CDBG)

- 1. Identify the jurisdiction's priority non-housing community development needs eligible for assistance by CDBG eligibility category specified in the Community Development Needs Table (formerly Table 2B), public facilities, public improvements, public services and economic development.**

Public Improvement & Facilities

All of the participants in the Urban County are faced with either the non-existence of certain public infrastructure or the deterioration of existing infrastructure caused by time, material, and installation methodology used decades ago. Examples of public infrastructure and services include water systems and sewer lines and community facilities.

Funding for public improvements and facilities can come from a variety of resources that include, but are not limited to: Redevelopment Agency, CDBG, USDA/RD, state infrastructure bank, and regional water board.

Non-Homeless Persons with Special Needs

Stanislaus County continues the implementation of workforce development. This program will commence its final expansion into the community of Ceres in the coming fiscal year, where the program intends to assist an additional 200 individuals in their goals to attain the necessary technological related skills necessary to be employable within growing technology sector of our community.

Public Services

The Urban County has agreed to set aside approximately ten percent (10%) of its Fiscal Year 2011-2012 CDBG allocation, or \$269,154, to fund non-profit organizations under the Public Service Grant Program. Non-profit organizations and service providers may competitively apply for grants of up to \$20,000. The Urban County also has \$109,464 available in Emergency Solutions Grant Program (ESG) funds that will be distributed to agencies that applied through a competitive grant process.

Grant applications were made available in a CDBG/ESG Technical Workshop held on November 17, 2010. Applications received were reviewed and scored by a committee consisting of four (4) representatives from the Urban County (from four of six participating cities), a representative from the county's CEO office, and a representative from the County's Behavioral Health and Recovery Services Agency. The recommendation for funding will be presented to the Board of Supervisors for approval on February 15, 2011 at a public hearing. The activities funded will further the goals and objectives of the Consolidated Plan.

Annual Allocations

The figures in the budget below have been projected based on the previous Fiscal Year 2010-2011 HUD allocations. However, with the addition of the City of Hughson to the Urban County in Fiscal Year 2011-2012, it is expected that the Urban County's allocation will increase. Final allocation amounts will be adjusted once Fiscal Year 2011-2012 award amounts are released by HUD, which are expected to be available in April 2011. Planning staff will make the necessary budget adjustments to be submitted to HUD, and will be reflected in the Special Revenue Grants Fiscal Year 2011-2012 Proposed and Final Budgets.

| Jurisdiction | Community Development Block Grant |
|-------------------------------------|--|
| Stanislaus County (includes admin.) | \$1,038,881 |
| City of Ceres | \$268,589 |
| City of Hughson | \$171,391 |
| City of Newman | \$198,766 |
| City of Oakdale | \$230,672 |
| City of Patterson | \$243,064 |
| City of Waterford | \$187,021 |
| Public Service Grant Program | \$269,154 |
| Workforce Development | \$20,000 |
| Economic Development | \$20,000 |
| Analysis of Impediments | \$10,000 |
| Fair Housing | \$34,000 |
| Total | \$2,691,538 |

A summary description of the activities to be funded by the above noted allocations is provided in the section below.

It is anticipated that all projects included in this Annual Action Plan will be implemented during this Fiscal Year 2011-2012. However, there may be some projects (e.g. extensive infrastructure) that may require funding from multiple years to complete the project. It is expected that for these projects, at least preliminary work will begin in the year in which the projects are initially funded.

Proposed CDBG Projects for Fiscal Year 2011-2012

The following is an overview of the activities to be carried out by each of the Urban County participating jurisdictions:

Stanislaus County

Stanislaus County-CDBG Program Administration: \$374,307

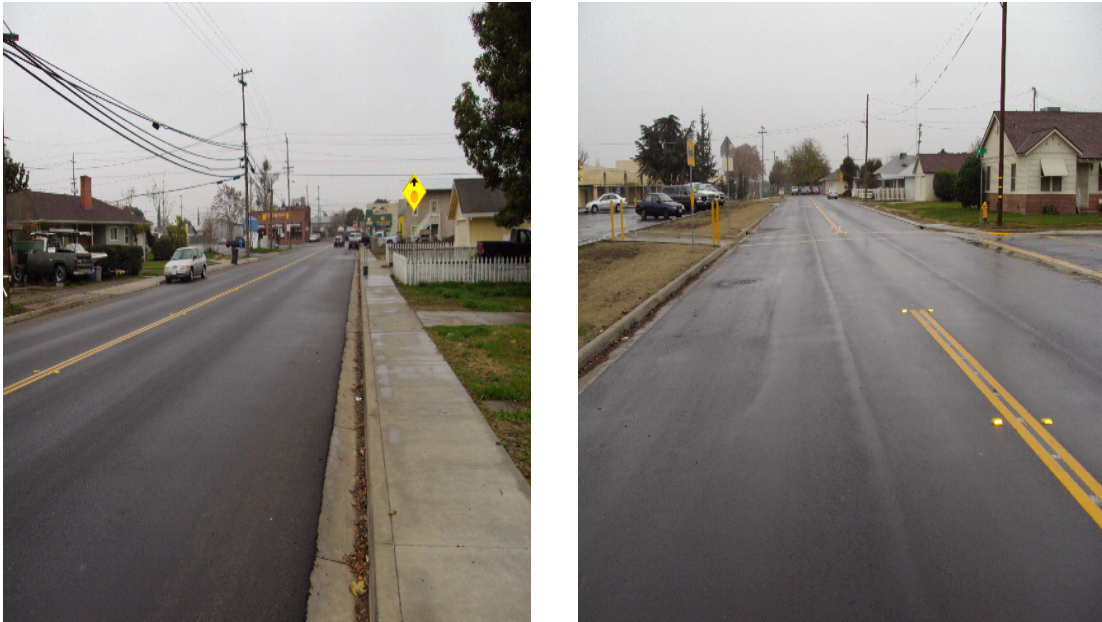
Stanislaus County will provide management and administration services to the Urban County program participating jurisdictions. The funds will cover the costs of salary, publications, public notices, and other eligible costs directly related to the program. These funds will also cover administration costs incurred from administering the ESG program.

Empire Infrastructure Project: Phase 1B: \$664,574

During Fiscal Year 2010-2011, construction work was conducted and consisted of the installation of curb, gutters, handicap returns, associated replacement of street sections damaged by improvements, and a self-contained French drain in the area generally bounded by "A" Street to the West, McCoy Avenue to the north, North & South Avenue to the east, and South Avenue to the south.

In Fiscal Year 2011-2012, Stanislaus County anticipates completing the engineering and design of Phase 1B of this project. Phase 1B consists of the installation and connection of storm drain facilities, Phase 1A and B, to the Modesto Irrigation District's (MID) river outfall. The scope of work includes the installation of underground storm drainage and street overlays. Project costs will be financed through the leveraging of Redevelopment Agency and CDBG funds.

This project phase is contingent upon confirmation of the condition of the existing MID outfall lateral. If the utility company determines that environmental review requires any measures to be taken, then this project will follow suit and conduct its own additional environmental review (NEPA and CEQA), before moving to the next phase. The project will also require a formal agreement between the County and the utility company to use the same pipeline. Finally, the community will have to approve an operations and maintenance agreement to offset related infrastructure improvement costs over the life of the improvement.



Photos reflect the installation of underground storm drain, curb, gutter, sidewalk, and street asphalt replacement within the Phase 1A project area.

Fair Housing Program: \$34,000

The County will be contracting with a qualified fair housing agency during the 2011-2012 Fiscal Year to carry on its Fair Housing Program. Funds will be used to provide fair housing information, housing counseling and tenant/landlord mediation services to residents of the Urban County. The qualified agency will provide housing advocacy to the Urban County's jurisdictions through community forums, town-hall meetings, and housing fairs.

Analysis of Impediments to Fair Housing: \$10,000

The Analysis of Impediments (A.I.) identifies obstacles/impediments to fair housing choice through a comprehensive review and analysis of policies, procedures and practices, in both the public and private sectors of the locality that directly or indirectly impose on equal housing opportunities. This analysis will review practices and policies in the Urban County jurisdictions. These include but are not limited to land use, zoning, lending, complaint referrals, advertising, and housing affordability. Demographic information such as income, housing stock and geographic concentration of ethnic groups will also be reviewed.

The report will identify affordability and ways to educate the front line and managerial staff in all levels of government on how to identify fair housing complaints and how to make appropriate referrals as the primary impediments to fair housing.

Stanislaus T3 Workforce Development Program: \$20,000

One of the main goals of the program is to create pathways that lead to increased skills, wages and opportunities for low-income residents, families and communities through the involvement of technology training.

Through the County's Workforce Development Collaborative there is a commitment to provide job and career development opportunities to the under-served in the community. Through the utilization of the T3 Program, the Center will be able to assist its program participants develop and further their computer skills.

The T-3 Program participants will be able to acquire and further develop computer skills that will allow them to re-enter the workforce and in many cases gain a competitive edge in the field they select to enter. Approximately 400 individuals will be participating in the technology program.

At the conclusion of this fiscal year, those partners that have experienced a community benefit for income eligible residents can elect to continue the program within their community. Otherwise, workforce development will be incorporated into an eligible component of a revitalization strategy within targeted areas of the Urban County.

Economic Development: \$20,000

Stanislaus County will continue this program to provide economic development opportunities for eligible individuals that have participated in the Workforce Development Targeted Technology Training (T3) Program. The program is designed as a second step in the Urban County's Workforce Development Program by seeking to provide entrepreneurial opportunities to qualified individuals, through a partnership with the Stanislaus County Alliance Worknet, the T3 Program, and a local non-profit or government agency. This program will place the eligible participant within a non-profit or government agency to assist the participant in developing the necessary knowledge and skills to start a career of their own. This internship allows for resume and skillset development, with the focus of obtaining the prerequisite skills to leverage a livable wage job within the related field of training.

Stanislaus County-CDBG Program Income

Stanislaus County may receive approximately up to \$20,000 from residential rehabilitation loans paid back to the County. These loans were originally granted with CDBG funds to low-income individuals. Program income funds serve to increase the unallocated fund balance available for re-distribution to the County's rehabilitation programs.

City of Ceres

Project Administration: \$20,000

This expenditure includes costs associated management, oversight, and coordination of the related CDBG funded projects.

Infill Infrastructure Project: \$238,589

The City of Ceres will undertake an infill type infrastructure improvement project. The project will consist of installation of curb, gutter, sidewalks, ADA accessible curb cuts, and storm drain improvements where these facilities do not exist. These improvements will be conducted along the following locations:

- Magnolia Street: From Central Avenue to the east to El Camino to the west
- El Camino Avenue: From Magnolia to the north to Central to the south
- 10th Street: From Lawrence Street to the north to Don Pedro Road to the south
- Holly Court
- Don Pedro Road: From El Camino to the west, to 10th Street to the east



Photos reflect the need for infrastructure improvements such as curb, gutter, storm drain and ADA curb cuts in the area of Magnolia (from Central Ave. to El Camino St) and Don Pedro Road.

T3 Workforce Development Program: \$10,000

This program will be expanded into the City of Ceres and will provide participants the opportunity to acquire and further develop computer skills that will allow them to re-enter the workforce and in many cases gain a competitive edge in the field they select to enter. Up to 200 individuals will be participating in the technology program.

City of Hughson

Project Administration: \$20,000

This expenditure includes costs associated management, oversight, and coordination of the related CDBG funded projects.

Pine Street Infrastructure Project: \$131,391

The City of Hughson will undertake the Pine Street Infrastructure project. The project is bounded by 4th Street to the west to 7th Street to the east. The project will include engineering and design work and the installation of curb, gutter, storm drain, and sidewalks and ADA curb cuts, as needed.



Photos reflect the need for infrastructure improvements such as curb, gutter, storm drain and ADA curb cuts along Pine Street, between 4th and 7th Streets.

Fourth Street Infrastructure Project: \$20,000

The City of Hughson will conduct engineering and design work on a second infrastructure project. The 4th Street project will consist of installation of curb, gutter, storm drain, sidewalks, and ADA curb cuts as needed. The project is bounded by Whitmore Avenue to the north, down to 5th Street the east.



Photos reflect the need for infrastructure improvements such as curb, gutter, storm drain and ADA curb cuts along 4th Street.

City of Newman

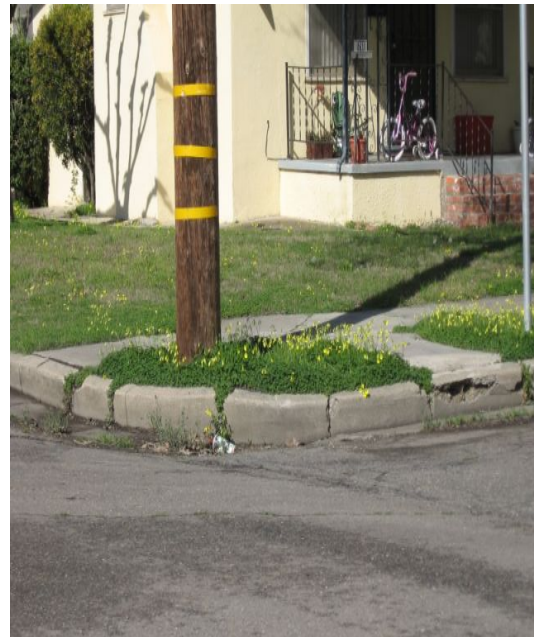
Project Administration: \$20,000

This expenditure includes costs associated management, oversight, and coordination of the related CDBG funded projects.

PQRST/Fresno/Merced/Patchett/West Ave Infrastructure Project: \$60,000

The City of Newman will continue onto Phase III of this project. The project areas either lack basic infrastructure such as curb, gutter and sidewalk or have badly damaged infrastructure due to age, tree roots, etc. and pose potential health and safety threats. This project will consist of installation of curb, gutter, and sidewalks. In Fiscal Year 2011-2012, construction will be conducted in the following areas:

- P Street, from Yolo to Stanislaus Streets
- Q Street, from Tulare to Kern Streets
- R Street, from Yolo to Merced Streets



Photos reflect antiquated infrastructure within the project area in need of replacement or improvements.

Street Reconstruction Project: \$60,000

This project is in concurrence with PQRST/Fresno/Merced/Patchett/West Ave Infrastructure Project and Storm Drain Replacement Project. Construction to include street repair and overlay (due to infrastructure repairs) in the following areas:

- P Street, from Yolo to Stanislaus Streets
- Q Street, from Tulare to Kern Streets
- R Street, from Yolo to Merced Streets

Tulare Street Infrastructure Project: \$48,766

In Fiscal Year 2011-2012, the City of Newman will undertake a new infrastructure project. The Tulare Street Infrastructure Project will be located along Tulare Street between S and T Streets. Project improvements will consist of installation of curb, gutter, sidewalks, and street repaving.

T3 Workforce Development Program: \$10,000

This program will provide participants the opportunity to acquire and further develop computer skills that will allow them to re-enter the workforce and in many cases gain a competitive edge in the field they select to enter. Up to 300 individuals will be participating in the technology program.

City of Oakdale

Project Administration: \$20,000

This expenditure includes costs associated management, oversight, and coordination of the related CDBG funded projects.

Davitt Avenue Infrastructure Project – Phase I: \$205,672

The City of Oakdale will begin Construction Phase I of the Davitt Avenue Infrastructure Project. The project is bounded between G Street to the north to the southern terminus. This project will consist of water and sewer main replacement, and installation of curb, gutter, sidewalk, ADA ramps, and storm drain improvements as needed.



Photos reflect antiquated infrastructure in need of replacement or improvements along Davitt Avenue.

T3 Workforce Development Program – Allocation: \$5,000

This program will provide participants the opportunity to acquire and further develop computer skills that will allow them to re-enter the workforce and in many cases gain a competitive edge in the field they select to enter. Up to 300 individuals will be participating in the technology program.

City of Patterson

Project Administration: \$20,000

This expenditure includes costs associated management, oversight, and coordination of the related CDBG funded projects.

Fourth Street Infrastructure Project: \$213,064

In Fiscal Year 2011-2012, the City of Patterson will undertake the Fourth Street Infrastructure Improvements Project. The project will consist of engineering, design and replacement of water main and installation of curb, gutter, storm drain, sidewalks, and street repaving. This project is bounded by E Street to the north and Sperry Avenue to the south, and is part of the greater Downtown Infrastructure Improvements Project.



Photos reflect a section along Fourth Street in which the above named improvements will be conducted including, but not limited to, water main replacement and storm drain improvements.

T3 Workforce Development Program: \$10,000

This program will provide participants the opportunity to acquire and further develop computer skills that will allow them to re-enter the workforce and in many cases gain a competitive edge in the field they select to enter. Approximately 200 individuals will be participating in the technology program.

City of Waterford

Project Administration: \$20,000

This expenditure includes costs associated management, oversight, and coordination of the related CDBG funded projects.

The City of Waterford is limited as to conducting Low-Moderate Area (LMA) based activities/projects due to 2000 Census data. Census data indicates that the City of Waterford does not contain any eligible low-moderate income Census block groups that would allow LMA type projects. However, this data does not reflect the conditions in many incorporated residential areas of the City of Waterford that lack basic infrastructure, resulting in obvious signs of blight, typically seen in low income neighborhoods.

Until 2010 Census data is released (given it provides favorable results for the City of Waterford that allow the City to conduct LMA projects), Stanislaus County will work with the City of Waterford to assess non-infrastructure needs of the community in order to identify potential CDBG eligible programs and projects. Stanislaus County will also work with HUD to determine proper procedures and methods to carry out door-to-door surveys and provide

an acceptable survey format to determine LMA eligible block group and/or census tract areas in order for the City of Waterford to conduct LMA type projects.

T3 Workforce Development Program: \$10,000

This program will expand into the City of Waterford to provide participants the opportunity to acquire and further develop computer skills that will allow them to re-enter the workforce and in many cases gain a competitive edge in the field they select to enter. Up to 150 individuals will be participating in the technology program.

CDBG Public Service Grant Program

CDBG Public Service Program Overview

The CDBG Urban County Public Service Grant Program will distribute approximately \$269,154 to eligible non-profits and agencies for public service programs throughout the participating jurisdictions of the Urban County. To be eligible for Community Development Block Grant (CDBG) funds, a project must first meet one of the three National Objectives of the Community Development Block Grant Program. They are established by the U.S. Department of Housing and Urban Development (HUD). These objectives are: 1) Directly benefit low and moderate income people; 2) Prevent or eliminate slum and blight conditions; or 3) Meet a particular urgent community development need. (The last objective is generally considered by HUD to mean an unusual condition posing an immediate threat to health and welfare such as an earthquake or other natural disaster.) HUD has established a list of eligible activities, and allows the local grantee, Stanislaus County, to select activities in accordance with its own community development objectives.

Public services include, but are not limited to: job training, child care, drug abuse counseling and treatment, services for senior citizens, health care, recreation programs, energy conservation counseling, services for homeless persons, education programs, public safety services, and fair housing counseling.

Funds will be set aside for this program that allows non-profits and service providers to apply through a competitive process for a public service grant. The maximum amount that an eligible organization may apply for is \$20,000. The public service grant requires that the service provider provides a new or expanded service to eligible Stanislaus County Urban County residents.

Applications for funding were released on November 17, 2010 and were due December 6, 2010. Submitted applications were reviewed and scored by a team consisting of a representative from the cities of Hughson, Oakdale, and Patterson, Waterford, the County Chief Executive Office, and County Behavioral Health and Recovery Services. This year's grant applicants presented their proposals to the grant review team on December 13 or 14, 2010.

Public Service Program Grantees

The following lists the funding recommendations based on final application scoring results for Fiscal Year 2011-2012. Final funding awards will be based off of the actual award amount received from HUD for FY 2011-2012:

Center for Human Services: \$15,000

Ceres Partnership for Healthy Children Utility Assistance

CPHC's Family Resource Center provides case management services to families referred from Ceres Unified School District, Ceres Public Safety, Community Services Agency, local businesses, and/or self-referred. CPHC is proposing to implement a Utility Assistance

Program to provide additional assistance for these families. Families will receive a strength based assessment to help with goal planning. Families that are in need of utility assistance would agree to work with a Family Advocate for three sessions of a Budget and Financial Planning Training to receive the utility assistance. The training will help families learn to live within their means.

Center for Human Services: \$16,000

Oakdale Family Resource Center

In order to support and assist homeless, low and moderate-income individuals and families residing in the Eastside communities of Oakdale, Knights Ferry and Valley Home, CHS is proposing strategies designed to assist families and individuals seeking needed resources, becoming self-sufficient, and learning to adapt in the face of personal and economic crisis. The proposed activities supporting these strategies will be implemented at CHS' Oakdale Counseling and Family Resource Center and include brief case management and crisis intervention, utility assistance and resource and referral for identified services. CHS will work with community partners on the Eastside to maximize the number and depth of resources provided to the homeless or low-income residents seeking our services and support.

Center for Human Services: \$15,000

Westside Family Resource Center

The Patterson and Newman Family Resource Centers will provide brief case management and crisis intervention, utility assistance and resource and referral for low and moderate-income individuals and families residing in the Westside communities of Patterson, Newman, Crows Landing, Westley and Grayson. CHS will work with many community partners on the Westside to maximize the number and depth of resources provided to the homeless or low-income residents seeking our services and support.

Children's Crisis Center: \$14,000

Child Victims of Violence Project @ the Stanislaus Family Justice Center

This project is a part of a new partnership formulated to provide safe and compassionate care for child victims of family violence and crime. As a partner in the newly formed Stanislaus Family Justice Center (SFJC), the Children's Crisis Center (CCC) is one of the committed community partners from the public and private sectors, including law enforcement, the District Attorney's office, Haven Women's Center, CAIRE Center, and Behavioral Health & Recovery Services (BHRS), all housed under one roof to better facilitate service delivery to victims of violence, and dedicated to ending the cycle of abuse. CCC's role in this alliance is to serve (1) children who have been victimized by physical or sexual abuse, directly or indirectly, and (2) children fleeing from domestic violence. Children will receive individualized care by qualified, caring staff, trained in early childhood development, crisis management and emergency intervention. During their stay at SFJC, children will begin the healing process through therapeutic activities offered within the secure, soothing atmosphere staffed by CCC, located in the SFJC building.

Children's Crisis Center: \$20,000

Essential Child Shelter Project – Southwest County

This project will provide shelter opportunities and specialized care for an impoverished population of high risk children living in southwest Stanislaus County. These children will be from the communities of Ceres, Patterson, Westley, Crowslanding, Denair, Keyes, Grayson, Newman and unincorporated Modesto. This project will offer Emergency Shelter and protective care to high risk children, age's birth – 14 years. These children will be from families living in very low to moderately low income households, experiencing numerous domestic issues and traumas. These children will have endured traumas stemming from issues such as domestic violence, substance abuse, poverty, mental illness or

homelessness. While these low income, high risk children, are securely sheltered within Cricket's House, Case Management staff will guide parents with the supportive services of crisis counseling, resource identification, referral services, and education.

Children's Crisis Center: \$18,000

Essential Child Shelter Project – East County

This project will provide shelter opportunities and specialized care for an impoverished population of high risk children living in east Stanislaus County. These children will be from the communities of Oakdale, Valley Home, Waterford, Hickman, Empire and Hughson. Services will operate from Guardian House in Oakdale. This project will offer Emergency Shelter and protective care to high risk children, age's birth – 17 years. These children will be from families living in very low to moderately low income households, experiencing numerous domestic issues and traumas. Each child's physical, emotional, therapeutic, and nutritional needs will be met by qualified, caring staff, trained in child development, crisis management and emergency intervention. While these low income, high risk children, are securely sheltered within Guardian House, Case Management staff will guide parents with the supportive services of crisis counseling, resource identification, referral services, and education.

Disability Resource Agency for Independent Livign (DRAIL): \$15,000

Assistive Technology Program

DRAIL is a cross disability agency who serves anyone with a disability regardless of age or ethnicity. The Assistive Technology Program would serve extremely low to low income or moderate income individuals with disabilities who need any durable medical equipment or other device that would empower them to be self-sufficient. Many devices are not covered by insurances or are only covered partially with a share of cost required by the individual. The consumers who DRAIL serves are either receiving SSDI or SSI or are in the process of applying for benefits with no income at the time.

Family Promise: \$12,680

Case Management

Family Promise (FP) of Greater Modesto is a 30 day shelter program that provides shelter and intensive case management to families who are homeless, assisting them in finding permanent housing. The Case Manager will seek housing leads, assist with applications, build budgets, assist with financial management, map out weekly goals, set up schedules to achieve the goals, perform mock interviews, and prepare for interviews during bi-weekly meetings. In the weekly group Life Skills classes, the Case Manager will do group activities related to housing, communication and responsibility, job searches, problem solving, nutrition. The Case Manager will do follow up support for 6 months - year with each family.

Hughson Family Resource Center: \$14,000

Family Wellness for Hughson & Waterford

The Hughson Family Resource Center (HFRC) Family Wellness for Hughson/Waterford area will educate economically disadvantaged families in the areas of fitness/nutrition in the prevention of health issues such as obesity, diabetes and asthma; provide case management resource/linkages to include case planning, budgeting and health insurance and food stamp application assistance along with limited family assistance for utilities/housing in the prevention of homelessness; and will provide substance abuse counseling, English as Second Language classes, computer skills training and resume development to increase employability and self-sufficiency of individuals.

Parent Institute for Quality Education (PIQE): \$10,000

(Waterford) Promoting Self Sufficiency through Parent Engagement in Education

PIQE's Parent Engagement in Education Program is designed as a nine week course taught at 90 minute intervals. It is free to all parents, offered in 16 languages, and parents choose to participate in either the morning or evening sessions depending on their individual schedules. PIQE's curriculum teaches parents how to more effectively communicate with teachers and counselors so that they can accurately determine their child's progress relative to grade level standards. There are lessons for parents on how to (1) enhance their child's reading, writing, and math skills; (2) better communicate with their child, offering positive discipline techniques that enhance self-esteem; and (3) help their child avoid drugs, violence, and gang involvement.

Parent Resource Center: \$16,000

Airport Neighborhood Partnership

Parent Resource Center's (PRC) Airport Neighborhood Partnership (ANP) brings much needed family focused services to one of Modesto's most impoverished and socioeconomically challenged areas. PRC brings 18 years of expertise in providing intensive case management, parent education and supportive services to their collaborative site shared between PRC, Orville Wright Elementary School and Wright Start-Healthy Start. The CDBG funds requested will provide resources to facilitate a parent education group, intensive case management services and onsite childcare while parents attend parent education groups. The parent education provided uses a research based, nurturing, positive parenting curriculum.

Second Harvest: \$20,000

Food 4 Thought

The Food 4 Thought Program is an innovative program to address the nutritional needs of hungry school children and offers them the incentive to improve their academic skills. By operating through existing tutorial programs at local schools, community centers, and Give Every Child A Chance tutoring centers, we can more consistently reach this most vulnerable of populations. Children participate in after school tutorial programs each week and for their participation in the after school studies, Second Harvest Food Bank gives each child a 15-18 pound bag of nutritious supplemental groceries twice a month. Each bag contains staples like cereals, breads, fresh fruits and vegetables, canned fruits and vegetables, and dry supplemental groceries for the children.

Second Harvest Food Bank: \$15,000

Food Assistance Program

The Food Assistance program interacts with non-profit charities that have a food pantry program of their own. This program is currently serving 22 non-profit organizations in the cities of Ceres, Newman, Oakdale, Patterson, Waterford, and the unincorporated cities of Stanislaus County. Each non-profit organization visits the Food Bank to select packaged groceries, canned fruits and vegetables, cereals and breads, dairy products, meats, and fresh fruits and vegetables. Through the Food Assistance program, Second Harvest Food Bank is able to collect, store, and distribute a large quantity and diversity of food product, and in turn make these groceries available to local non-profit charities.

Stanislaus Family Justice Center: \$3,474

Stanislaus Family Justice Center Foundation

The Stanislaus Family Justice Center (SFJC) is a one-stop help center providing services and support to victims of domestic violence, sexual assault, child abuse or elder abuse. Major services that are provided to victims include advocacy, basic needs, counseling, crisis intervention, employment and financial assistance, housing and shelter assistance, law enforcement and prosecution, legal assistance, life skills, chaplaincy, and translation

services. The SFJC will provide services to the residents of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford, and the unincorporated areas of Stanislaus County.

United Cerebral Palsy of Stanislaus County: \$10,000
Community Project for Safe Seniors (North County)

The project serves two populations, 1) elderly persons and 2) people with disabilities. A work crew consisting of three persons with disabilities (consumers) and one job coach will perform light maintenance work in the homes of elderly persons. Tasks will include cleaning potential blight concerns outside the homes of elderly persons. Other work performed will include changing light bulbs, testing smoke alarms and changing their batteries, clear walkways, identify potential safety hazards (loose rugs, tripping potentials, etc.), and light janitorial work such as vacuuming and cleaning windows. This project will serve elderly persons living in the central and north county (Ceres, Waterford, Hughson, Oakdale, and surrounding areas).

United Cerebral Palsy of Stanislaus County: \$10,000
Community Project for Safe Seniors (South County)

The project serves two populations, 1) elderly persons and 2) people with disabilities. A work crew consisting of three persons with disabilities (consumers) and one job coach will perform light maintenance work in the homes of elderly persons. Tasks will include cleaning potential blight concerns outside the homes of elderly persons. Other work performed will include changing light bulbs, testing smoke alarms and changing their batteries, clear walkways, identify potential safety hazards (loose rugs, tripping potentials, etc.), and light janitorial work such as vacuuming and cleaning windows. This project will serve elderly persons living in the south county (Patterson, Newman and Westley).

United Samaritans Foundation: \$15,000
Daily Bread Mobile Lunch Program (Hughson Truck)

This program serves nutritious lunch five days a week, 52 weeks a year to very low income, low income and homeless people throughout Hughson, Waterford, Hickman and Denair.

United Samaritans Foundation: \$14,000
Daily Bread Mobile Lunch Program (Keyes/Ceres Truck)

This program serves nutritious lunch five days a week, 52 weeks a year to very low income, low income and homeless people throughout the Keyes and Ceres area.

Westside Food Pantry: \$16,000
Emergency Food Program

The Westside Food Pantry provides emergency food assistance for families out of work, single mothers unable to make ends meet, senior citizens stretching budgets to cover medical expenses and the terminally ill. The organization will also provide books to children under 13 who visit the pantry with their parents, as it has been proved to be as nourishing to the needy families as the groceries dispensed. The funds will be used for food purchases for the organization to distribute to the residents of the Westside communities and the City of Patterson.

- 2. Identify specific long-term and short-term community development objectives (including economic development activities that create jobs), developed in accordance with the statutory goals described in section 24 CFR 91.1 and the primary objective of the CDBG program to provide decent housing and a suitable living environment and expand economic opportunities, principally for low and moderate-income persons.**

Workforce Development Targeted Technology Training (T3)

During this Consolidated Plan period, one of the major areas that is being addressed regarding economic development opportunities is the development of a workforce that has the technological skills necessary to be considered for employment in our changing local economy. During Year 1 of the Consolidated Plan, we expanded our Workforce Development Technology Training Program (T3) throughout the Unincorporated Areas of the County (including, but not limited to Empire, South Modesto, Airport Neighborhood, Robertson Road, Shackelford, El Concilio and the Hispanic population, the homeless population through workshops at the Santa Fe Project). In the past three fiscal years the program has expanded to four (4) partnering Consortia cities: Newman, Oakdale, Patterson, and Waterford. The City of Ceres has agreed to join the current participating Urban County Cities by providing this program to City of Ceres residents during Fiscal Year 2011-2012. The intent has been to increase the service area of the program by a minimum of one partnering city per fiscal year to include all partnering cities by the end of the Consolidated Planning cycle.

In Fiscal Year 2011-2012, Stanislaus County will continue the program initiated this past fiscal year designed to provide economic development opportunities for eligible individuals that have participated in the Workforce Development Targeted Technology Training (T3) Program. The program was designed as a second step in the Urban County's Workforce Development Program by seeking to provide entrepreneurial opportunities to qualified individuals, through a partnership with the Stanislaus County Alliance Worknet, the T3 Program, and a local non-profit organization. This program will place the eligible participant in the non-profit organization to assist them in developing capacity to gain the necessary knowledge and skills to start a micro enterprise web-based business.

Providing Decent Housing

The following is a summary of the programs and projects to be carried out by the current Urban County participants in an effort to provide affordable and decent housing:

Neighborhood Stabilization Program (NSP)

The Urban County will continue the implementation of the Neighborhood Stabilization Program (NSP) to increase affordable housing stock within Stanislaus County. This program is designed to acquire foreclosed properties within the Urban County areas and provide safe and decent affordable housing to eligible households, either through rental programs for families at or below 50% of the AMI or purchase for families at or below 120% of AMI. The NSP program will also serve to stabilize communities hard hit by the recent foreclosure crisis.

Community Development Block Grant - Recovery (CDBG-R)

On August 2009, Stanislaus County was awarded \$669,134 in Community Development Block Grant Program funding under the American Recovery and Reinvestment Act (ARRA) of 2009. Following the intent of the Recovery Act, Stanislaus County's CDBG-R funds are being utilized to modernize and improve energy efficiency and expand educational opportunities within the housing industry. These services are being provided in the form of rehabilitation or retrofitting of Neighborhood Stabilization Program (NSP) acquired units with solar systems and other related energy efficiency improvements. These improvements are helping those impacted by the recession by reducing their energy costs and foster energy independence for first time home buyers.

A total of twenty eight (28) NSP housing units have been retrofitted with energy efficiency weatherization improvements and sixteen of those (16) with photovoltaic solar systems.

During Fiscal Year 2011-2012, the Urban County will continue the implementation of this program. Stanislaus County's CDBG-R anticipates retrofitting a minimum of ten (10) additional NSP housing units with solar systems and weatherization energy efficiency improvements, by the end of the program cycle (September 30, 2012). This program will contribute to the efforts of the County to increase decent and affordable housing stock within the County.

Homeless Prevention & Rapid Re-housing Program & Emergency Shelter Grant

Through the Emergency Shelter Grant (ESG) and Homeless Prevention & Rapid Re-Housing (HPRP) Programs, Urban County residents facing short-term financial crisis are able to seek assistance through agencies such as Community Housing and Shelter Services, who provide rental vouchers to prevent people in jeopardy of becoming homeless within seven (7) to ten (10) days. Shelters receiving ESG & HPRP funds also assist the transition of individuals and families from homelessness to permanent housing through the combination of emergency and transitional shelter with case management and housing search and placement. These resources ease the financial burden of the homeless and assist in the facilitation of achieving permanent housing.

Anti-poverty Strategy

1. Describe the actions that will take place during the next year to reduce the number of poverty level families.

The California Employment Development Department (EDD) provides employment training through a partnership with Modesto Junior College (MJC) and facilitates General Education Diploma (GED) instruction. In collaboration with EDD and MJC the Stanislaus County Workforce Investment Board (The Alliance Work-net) is cultivating relationships with area employers for entry-level employment opportunities. The following are the tools currently used by this collaborative and other partners to create employment opportunities and thereby reduce the number of poverty level families:

- Cal-WORKS, a program implemented and administered by the Stanislaus County Community Services Agency, is designed to place former recipients of Aid to Families with Dependent Children in employment that ultimately weans the participant from public assistance. This program mandates work activity to those receiving the assistance.
- The County expanded the program to include other fields by creating a new work experience program in partnership with the Department of Employment and Training. In collaboration with the West Modesto King Kennedy Collaborative the County has implemented a grass roots outreach and recruitment, case management and basic skills training within income eligible communities of County and City of Modesto residents.
- The first component consists of construction and building industry curriculum and training. The training involves general education, literacy courses, employment skills and direct training experience in the construction industry. The second component is hands-on work experience for the students enrolled in the program at Habitat for Humanity construction sites and other local construction. Students are provided the opportunity to learn about plumbing, wiring and other construction skills at designated sites with experienced instructors, and other professionals of the trade. The third component, the Small Contractors Center serves as a resource center to building contractors who are interested in assistance with meeting bonding, insurance, bidding, and licensing requirements. The program as a whole has been

extremely successful in placing program graduates with various companies that use building trade's apprentices and professionals.

- The County of Stanislaus partners with the Alliance Worknet, which provides a wide range of employment and training services to the community through various programs under the Federal Workforce Investment Act (WIA). The Alliance is overseen by two separate entities: the Stanislaus County Board of Supervisors and the Stanislaus Economic Development and Workforce Alliance Board (Alliance). The primary function of the Alliance is to increase the readiness of the local workforce to accept employment opportunities.
- The Urban County will continue to partner with the Alliance Worknet and MUC in the creation and provision of programs that provide training and employment opportunities for low and moderate income individuals such as the Community Development Block Grant-Recovery (CDBG-R) funded program through which displaced workers are being trained in green jobs and assisted in obtaining competitive jobs within the field.

The Alliance partners with Stanislaus County and its cities in fulfilling the following objectives:

- Promotion of Stanislaus County and its nine incorporated cities as a desirable location for new and expanding businesses.
- To work with public agencies and local businesses to promote cooperation in the economic development process.
- To assist in business retention and expansion efforts by offering programs for technical and financial assistance.

The Alliance offers these programs: Technical Assistance, Training and Education, and Loan Programs. The Alliance's Certified Development Corporation Loan Program can provide up to one million dollars for plant and equipment for local business. This corporation also offers confidential, one-on-one counseling to businesses needing assistance in a variety of areas, and a small business center that offers a wide variety of training seminars and conferences for the business community throughout the year.

The Alliance maintains a small revolving loan fund for gap financing. Typically, the Alliance will provide up to half the business financing needs while a bank provides the other half. The Alliance revolving loans are for terms of up to 7 years and are at competitive interest rates.



CPMP Non-State Grantee Certifications

Many elements of this document may be completed electronically, however a signature must be manually applied and the document must be submitted in paper form to the Field Office.

- This certification does not apply.
 This certification is applicable.

NON-STATE GOVERNMENT CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of 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 that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement 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 the CDBG or HOME programs.

Drug Free Workplace -- It 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.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

8. 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;
9. 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
10. 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.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.



Signature/Authorized Official

2/15/11

Date

Richard W. Robinson

Name

Chief Executive Officer

Title

1010 10th Street

Address

Modesto, CA 95354

City/State/Zip

(209) 525-6333

Telephone Number

-
-
- | |
|---|
| <input type="checkbox"/> This certification does not apply. |
| <input checked="" type="checkbox"/> This certification is applicable. |

Specific CDBG Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated housing and community development plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that provide decent housing, expand economic opportunities primarily for persons of low and moderate income. (See CFR 24 570.2 and CFR 24 part 570)

Following a Plan -- It is following a current consolidated plan (or Comprehensive Housing Affordability Strategy) that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

11. Maximum Feasible Priority - With respect to activities expected to be assisted with CDBG 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);
12. Overall Benefit - The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2010, 2011, 2012, (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
13. Special Assessments - It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed 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 funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG 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 funds.

The jurisdiction will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108, unless CDBG 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 funds. Also, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

14. 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

15. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

Compliance With Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 USC 2000d), the Fair Housing Act (42 USC 3601-3619), and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of part 35, subparts A, B, J, K and R, of title 24;

Compliance with Laws -- It will comply with applicable laws.



2/15/11

Signature/Authorized Official

Date

Richard W. Robinson

Name

Chief Executive Officer

Title

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Address

Modesto, CA 95354

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(209) 525-6333

Telephone Number

-
- This certification does not apply.
 This certification is applicable.

**OPTIONAL CERTIFICATION
CDBG**

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):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities, which 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 to meet such needs.



Signature/Authorized Official

2/15/11

Date

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Telephone Number

Error! Not a valid link.

- This certification does not apply.
 This certification is applicable.

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If the participating jurisdiction intends to provide tenant-based rental assistance:

The use of HOME funds for tenant-based rental assistance is an essential element of the participating jurisdiction's consolidated plan for expanding the supply, affordability, and availability of decent, safe, sanitary, and affordable housing.

Eligible Activities and Costs -- it is using and will use HOME funds for eligible activities and costs, as described in 24 CFR § 92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in § 92.214.

Appropriate Financial Assistance -- before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;



Signature/Authorized Official

2/15/11

Date

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Name

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Title

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Telephone Number

-
- This certification does not apply.
 This certification is applicable.

HOPWA Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the plan:

1. For at least 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For at least 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.



Signature/Authorized Official

2/15/11

Date

Name

Title

Address

City/State/Zip

Telephone Number

-
- | |
|---|
| <input type="checkbox"/> This certification does not apply. |
| <input checked="" type="checkbox"/> This certification is applicable. |

ESG Certifications

I, Richard W. Robinson, Chief Executive Officer of Stanislaus County certify that the local government will ensure the provision of the matching supplemental funds required by the regulation at 24 *CFR* 576.51. I have attached to this certification a description of the sources and amounts of such supplemental funds.

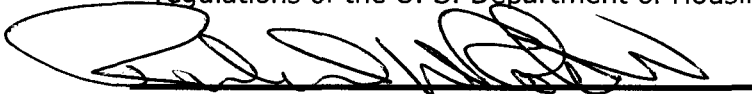
I further certify that the local government will comply with:

1. The requirements of 24 *CFR* 576.53 concerning the continued use of buildings for which Emergency Shelter Grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services.
2. The building standards requirement of 24 *CFR* 576.55.
3. The requirements of 24 *CFR* 576.56, concerning assurances on services and other assistance to the homeless.
4. The requirements of 24 *CFR* 576.57, other appropriate provisions of 24 *CFR* Part 576, and other applicable federal laws concerning nondiscrimination and equal opportunity.
5. The requirements of 24 *CFR* 576.59(b) concerning the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
6. The requirement of 24 *CFR* 576.59 concerning minimizing the displacement of persons as a result of a project assisted with these funds.
7. The requirements of 24 *CFR* Part 24 concerning the Drug Free Workplace Act of 1988.
8. The requirements of 24 *CFR* 576.56(a) and 576.65(b) that grantees develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted with ESG funds and that the address or location of any family violence shelter project will not be made public, except with written authorization of the person or persons responsible for the operation of such shelter.
9. The requirement that recipients involve themselves, to the maximum extent practicable and where appropriate, homeless individuals and families in policymaking, renovating, maintaining, and operating facilities assisted under the ESG program, and in providing services for occupants of these facilities as provided by 24 *CFR* 76.56.
10. The requirements of 24 *CFR* 576.57(e) dealing with the provisions of, and regulations and procedures applicable with respect to the environmental review

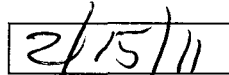
responsibilities under the National Environmental Policy Act of 1969 and related authorities as specified in 24 *CFR* Part 58.

11. The requirements of 24 *CFR* 576.21(a)(4) providing that the funding of homeless prevention activities for families that have received eviction notices or notices of termination of utility services will meet the requirements that: (A) the inability of the family to make the required payments must be the result of a sudden reduction in income; (B) the assistance must be necessary to avoid eviction of the family or termination of the services to the family; (C) there must be a reasonable prospect that the family will be able to resume payments within a reasonable period of time; and (D) the assistance must not supplant funding for preexisting homeless prevention activities from any other source.
12. The new requirement of the McKinney-Vento Act (42 *USC* 11362) to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. I further understand that state and local governments are primarily responsible for the care of these individuals, and that ESG funds are not to be used to assist such persons in place of state and local resources.
13. HUD's standards for participation in a local Homeless Management Information System (HMIS) and the collection and reporting of client-level information.

I further certify that the submission of a completed and approved Consolidated Plan with its certifications, which act as the application for an Emergency Shelter Grant, is authorized under state and/or local law, and that the local government possesses legal authority to carry out grant activities in accordance with the applicable laws and regulations of the U. S. Department of Housing and Urban Development.



Signature/Authorized Official



Date

Richard W. Robinson

Name

Chief Executive Officer

Title

1010 10th Street

Address

Modesto, CA 95354

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(209) 525-6333

Telephone Number

- This certification does not apply.
 This certification is applicable.

APPENDIX TO CERTIFICATIONS

Instructions Concerning Lobbying and Drug-Free Workplace Requirements

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant: Place of Performance (Street address, city, county, state, zip code) Check if there are workplaces on file that are not identified here. The certification with regard to the drug-free workplace is required by 24 CFR part 21.

| Place Name | Street | City | County | State | Zip |
|------------|--------|------|--------|-------|-----|
| | | | | | |
| | | | | | |
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7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules: "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15); "Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any

controlled substance; "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including:

- All "direct charge" employees;
- all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and
- a. temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Note that by signing these certifications, certain documents must be completed, in use, and on file for verification. These documents include:

1. Analysis of Impediments to Fair Housing
2. Citizen Participation Plan
3. Anti-displacement and Relocation Plan



Signature/Authorized Official

2/15/11

Date

Richard W. Robinson

Name

Chief Executive Officer

Title

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Telephone Number

LOCAL GOVERNMENT GRANTEE

FY 2011-2012 EMERGENCY SOLUTIONS GRANT PROGRAM

CERTIFICATIONS BY THE CHIEF EXECUTIVE OFFICER

I, Richard W. Robinson, Chief Executive Officer of Stanislaus County, certify that the local government will ensure the provision of the matching supplemental funds required by the regulation at 24 *CFR* 576.51. I have attached to this certification a description of the sources and amounts of such supplemental funds.

I further certify that the local government will comply with:

Major rehabilitation/conversion -- It will maintain any building for which assistance is used under the ESG program as a shelter for homeless individuals and families for at least 10 years. If the jurisdiction plans to use funds for renovation (other than major rehabilitation or conversion), the applicant will maintain any building for which assistance is used under the ESG program as a shelter for homeless individuals and families for at least 3 years.

Essential Services and Operating Costs -- Where assistance involves essential services or maintenance, operation, insurance, utilities and furnishings, it will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure as long as the same general population is served.

Building Standards -- Any building for which emergency shelter grant amounts are used for conversion, major rehabilitation, rehabilitation, or renovation must meet local government safety and sanitation standards.

Supportive Services -- It will assist homeless individuals in obtaining appropriate supportive services, including permanent housing, medical and mental health treatment, counseling, supervision, and other services essential for achieving independent living, and other Federal State, local, and private assistance.

Matching Funds -- It will supplement the assistance provided under this program with an equal amount of funds from other sources. The grantee shall insert in the space provided below a description of the sources and amounts of supplemental funds:

| | |
|---------------|------------------|
| State: | 238,200 |
| Local: | 40,000 |
| Private: | 191,141 |
| Other: | 319,026 |
| Total: | \$788,367 |

Confidentiality -- It will develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement -- To the maximum extent practicable, it will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, operating facilities, and providing services assisted through this program.

Consolidated Plan – Activities undertaken by a recipient with assistance under this program are consistent with a current HUD-approved Consolidated Plan or Comprehensive Housing Affordability Strategy (CHAS).

Discharge Policy -- It has established a policy for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

I further certify that the submission of a completed and approved Consolidated Plan with its certifications, which act as the application for an Emergency Shelter Grant, is authorized under state and/or local law, and that the local government possesses legal authority to carry out grant activities in accordance with the applicable laws and regulations of the U.S. Department of Housing and Urban Development.

By: 

Signature of Chief Executive Officer and Date

Richard W. Robinson

Typed Name of Signatory

Chief Executive Officer

Title

ESG Certifications

The Emergency Shelter Grantee certifies that:

Major rehabilitation/conversion – It will maintain any building for which assistance is used under the ESG program as a shelter for homeless individuals and families for at least 10 years. If the jurisdiction plans to use funds for purposes less than tenant-based rental assistance, the applicant will maintain any building for which assistance is used under the ESG program as a shelter for homeless individuals and families for at least 3 years.

Essential Services – It will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure as long as the same general population is served.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.


Supportive Services – It will assist homeless individuals in obtaining appropriate supportive services, including permanent housing, medical and mental health treatment, counseling, supervision, and other service essential for achieving independent living, and other Federal State, local, and private assistance.

Matching Funds – It will obtain matching amounts required under §576.71 of this title.

Confidentiality – It will develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, it will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, operating facilities, and providing services assisted through this program.

Consolidated Plan – It is following a current HUD-approved Consolidated Plan or CHAS.

 2/15/11
Signature/Authorized Official Date

Richard W. Robinson

Chief Executive Officer

Title

Appendix A –

- A. Stanislaus Urban County Summary of Specific Annual Objectives for 2011-2012 (pp. 70-74)
- B. Summary of Specific Annual Objectives for 2011-2012 CDBG Public Service Program Grantees (pp. 75-79)
- C. Summary of Specific Annual Objectives for 2011-2012 ESG Grantees (pp. 80)

**Summary of Specific Annual Objectives
FY 2011-2012**

STANISLAUS COUNTY

| Specific Obj. # | Outcome/Objective | Sources of Funds | Performance Indicators | Year | Expected Number | Actual Number | Percent Completed |
|--|---|---------------------------------|--|-------------|-----------------|---------------|-------------------|
| | Specific Objectives | | | | | | |
| SL-1 Availability/Accessibility of Suitable Living Environment | | | | | | | |
| SL-1.1 Stanislaus County Empire Infrastructure Project: Phase 1B | Address the need for infrastructure improvements in the town of Empire. | CDBG \$662,066 | Number of residents benefitting from an improved suitable living environment as a result of infrastructure improvements. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | | | |
| | | | | 2010 | | | |
| | | | | 2011 | 500 | | |
| | | | | GOAL | | | |
| Sustainability/Create Economic Opportunities | | | | | | | |
| EO.1 Stanislaus County Workforce Development Program (T3) | Address the need for workforce technology development training programs that will enhance low income residents' computer skills, and in turn allow them to re-enter the workforce. | CDBG \$20,000 | Number of program participants. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | | | |
| | | | | 2010 | | | |
| | | | | 2011 | 400 | | |
| | | | | GOAL | | | |
| EO.2 Stanislaus County Economic Development | Address the need for economic development opportunities for low and moderate income individuals. | CDBG \$20,000 | Number of program participants. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | | | |
| | | | | 2010 | | | |
| | | | | 2011 | 1 | | |
| | | | | GOAL | | | |
| Fair Housing Activities (Subject to 20% Admin Cap) | | | | | | | |
| Stanislaus County Fair Housing Program | Address the need to affirmatively further fair housing through fair housing enforcement, fair housing awareness, and housing counseling. | CDBG \$34,000 | 1. Number of individuals receiving information and referral services; and 2. Number of individuals benefitting from fair housing enforcement, thus avoiding housing discrimination. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | | | |
| | | | | 2010 | | | |
| | | | | 2011 | 300 | | |
| | | | | GOAL | | | |
| Stanislaus County Analysis of Impediments to Fair Housing | Address the needs to assess the impediments to fair housing choice within the Urban County jurisdictions. The analysis will examine factors that may limit residents' ability to choose housing free from discrimination, and provide recommendations to overcome the impediments to fair housing choice. | CDBG \$10,000 | Not Applicable | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | | | |
| | | | | 2010 | | | |
| | | | | 2011 | N/A | | |
| | | | | GOAL | | | |

**Summary of Specific Annual Objectives
FY 2011-2012**

CITY OF CERES

| Specific Obj. # | Outcome/Objective | Sources of Funds | Performance Indicators | Year | Expected Number | Actual Number | Percent Completed |
|--|---|---------------------------|--|-------------|-----------------|---------------|-------------------|
| | Specific Objectives | | | | | | |
| SL-1 Availability/Accessibility of Suitable Living Environment | | | | | | | |
| SL-1.1 City of Ceres Infill Infrastructure Project | Address the need for infrastructure improvements in the low income residential area/s of Ceres. Improvements will consist of installation of curb, gutter, sidewalks, ADA accessible curb cuts, and storm drain improvements where these facilities do not exist or in need of replacement. | CDBG \$238,589 | Number of residents benefitting from an improved suitable living environment as a result of infrastructure improvements. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | | | |
| | | | | 2010 | | | |
| | | | | 2011 | 300 | | |
| | | | | GOAL | | | |
| Sustainability/Create Economic Opportunities | | | | | | | |
| EO.1 City of Ceres Workforce Development Program (T3) | Address the need for workforce technology development training programs that will enhance low income residents' computer skills, and in turn allow them to re-enter the workforce. | CDBG \$10,000 | Number of program participants. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | | | |
| | | | | 2010 | | | |
| | | | | 2011 | 200 | | |
| | | | | GOAL | | | |

CITY OF HUGHSON

| Specific Obj. # | Outcome/Objective | Sources of Funds | Performance Indicators | Year | Expected Number | Actual Number | Percent Completed |
|---|---|---------------------------|--|-------------|-----------------|---------------|-------------------|
| | Specific Objectives | | | | | | |
| SL-1 Availability/Accessibility of Suitable Living Environment | | | | | | | |
| City of Hughson Pine Street Infrastructure Project | Address the need for infrastructure improvements in the low income residential areas of the City of Hughson. Improvements will consist of the installation of curb, gutter, storm drain, sidewalks, and ADA accessible curb cuts as needed. | CDBG \$131,391 | Number of residents benefitting from an improved suitable living environment as a result of infrastructure improvements. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | | | |
| | | | | 2010 | | | |
| | | | | 2011 | 300 | | |
| | | | | GOAL | | | |
| City of Hughson 4th Street Infrastructure Project | Address the need for infrastructure improvements in the low income residential areas of the City of Hughson. Improvements will consist of the installation of curb, gutter, storm drain, sidewalks, and ADA accessible curb cuts as needed. | CDBG \$20,000 | Number of residents benefitting from an improved suitable living environment as a result of infrastructure improvements. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | | | |
| | | | | 2010 | | | |
| | | | | 2011 | 150 | | |
| | | | | GOAL | | | |

Summary of Specific Annual Objectives FY 2011-2012

CITY OF NEWMAN

| Specific Obj. # | Outcome/Objective | Sources of Funds | Performance Indicators | Year | Expected Number | Actual Number | Percent Completed |
|--|---|--------------------------------|--|-------------|-----------------|---------------|-------------------|
| | Specific Objectives | | | | | | |
| SL-1 Availability/Accessibility of Suitable Living Environment | | | | | | | |
| SL-1.1 City of Newman PQRST, Fresno, Merced, & West Ave Infrastructure Project | Address the need for infrastructure improvements in the low income residential areas of the City of Newman. Improvements will consist of the installation of curb, gutter, storm drain, sidewalks, and ADA accessible curb cuts as needed. | CDBG \$ | Number of residents in 284 benefitting from an improved suitable living environment as a result of infrastructure improvements. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | | | |
| | | | | 2010 | | | |
| | | | | 2011 | 994 | | |
| | | | | GOAL | | | |
| SL.1.1 City of Newman Street Reconstruction Project | Street repairs and overlay (in conjunction with PQRST Project). | CDBG \$ | Number of residents in 284 households benefitting from an improved suitable living environment as a result of infrastructure improvements. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | | | |
| | | | | 2010 | | | |
| | | | | 2011 | 994 | | |
| | | | | GOAL | | | |
| City of Newman Tulare Street Infrastructure Project | Address the need for infrastructure improvements in the low income residential areas of the City of Newman. Improvements will consist of the installation of curb, gutter, storm drain, sidewalks, ADA accessible curb cuts, and street repaving. | CDBG \$ | Number of residents benefitting from an improved suitable living environment as a result of infrastructure improvements. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | | | |
| | | | | 2010 | | | |
| | | | | 2011 | 350 | | |
| | | | | GOAL | | | |
| Sustainability/Create Economic Opportunities | | | | | | | |
| City of Newman Workforce Development Program (T3) | Address the need for workforce technology development training programs that will enhance low income residents' computer skills, and in turn allow them to re-enter the workforce. | CDBG \$10,000 | Number of program participants. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | | | |
| | | | | 2010 | | | |
| | | | | 2011 | 200 | | |
| | | | | GOAL | | | |

Summary of Specific Annual Objectives FY 2011-2012

CITY OF OAKDALE

| Specific Obj. # | Outcome/Objective | Sources of Funds | Performance Indicators | Year | Expected Number | Actual Number | Percent Completed |
|---|--|---------------------------------|--|-------------|-----------------|---------------|-------------------|
| | Specific Objectives | | | | | | |
| SL-1 Availability/Accessibility of Suitable Living Environment | | | | | | | |
| City of Oakdale Davitt Avenue Infrastructure | Address the need for infrastructure improvements in the low income residential areas of the City of Oakdale. Improvements will consist of water and sewer main replacement, and installation of curb, gutter, sidewalk, ADA accessible ramps, storm drain improvements, and street repaving. | CDBG \$205,672 | Number of residents benefitting from an improved suitable living environment as a result of infrastructure improvements. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | | | |
| | | | | 2010 | | | |
| | | | | 2011 | 200 | | |
| | | | | GOAL | | | |
| Sustainability/Create Economic Opportunities | | | | | | | |
| City of Oakdale Workforce Development Program (T3) | Address the need for workforce technology development training programs that will enhance low income residents' computer skills, and in turn allow them to re-enter the workforce. | CDBG \$5,000 | Number of program participants. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | | | |
| | | | | 2010 | | | |
| | | | | 2011 | 150 | | |
| | | | | GOAL | | | |

CITY OF PATTERSON

| Specific Obj. # | Outcome/Objective | Sources of Funds | Performance Indicators | Year | Expected Number | Actual Number | Percent Completed |
|--|--|---------------------------------|--|-------------|-----------------|---------------|-------------------|
| | Specific Objectives | | | | | | |
| City of Patterson Downtown Infrastructure Project | Address the need for infrastructure improvements through the replacement of water main and installation of curb, gutter, and storm drainage. | CDBG \$193,064 | Number of residents benefitting from an improved suitable living environment as a result of infrastructure improvements. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | | | |
| | | | | 2010 | | | |
| | | | | 2011 | 350 | | |
| | | | | GOAL | | | |
| City of Patterson Fourth Street Infrastructure Project | Address the need for infrastructure improvements through the replacement of water main and installation of curb, gutter, and storm drainage. | CDBG \$20,000 | Number of residents benefitting from an improved suitable living environment as a result of infrastructure improvements. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | | | |
| | | | | 2010 | | | |
| | | | | 2011 | 100 | | |
| | | | | GOAL | | | |
| Sustainability/Create Economic Opportunities | | | | | | | |
| City of Patterson Workforce Development Program (T3) | Address the need for workforce technology development training programs that will enhance low income residents' computer skills, and in turn allow them to re-enter the workforce. | CDBG \$10,000 | Number of program participants. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | | | |
| | | | | 2010 | | | |
| | | | | 2011 | 200 | | |
| | | | | GOAL | | | |

**Summary of Specific Annual Objectives
FY 2011-2012**

CITY OF WATERFORD

| Specific Obj. # | Outcome/Objective | Sources of Funds | Performance Indicators | Year | Expected Number | Actual Number | Percent Completed |
|--|--|--------------------------------|---------------------------------|-------------|-----------------|---------------|-------------------|
| | Specific Objectives | | | | | | |
| City of Waterford Workforce Development Program (T3) | Address the need for workforce technology development training programs that will enhance low income residents' computer skills, and in turn allow them to re-enter the workforce. | CDBG \$10,000 | Number of program participants. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | | | |
| | | | | 2010 | | | |
| | | | | 2011 | 150 | | |
| | | | | GOAL | | | |

Annual Objectives for 2011-2012 CDBG Public Service Program Grantees

| Specific Obj. # | Outcome/Objective | Sources of Funds | Performance Indicators | Year | Expected Number | Actual Number | Percent Completed |
|---|---|--------------------------------|--|-------------|-----------------|---------------|-------------------|
| | Specific Objectives | | | | | | |
| SL-1 Availability/Accessibility of Suitable Living Environment | | | | | | | |
| SL-1.1 Center for Human Services Ceres Partnership for Healthy Children | Provide case management, utility assistance and strength based assessment to help with goal planning for families residing within the city of Ceres. | CDBG \$15,000 | Number of unduplicated homeless and/or low-income individuals receiving case management and utility assistance. | 2007 | | | |
| | | | | 2008 | 45 | 61 | 136% |
| | | | | 2009 | | | |
| | | | | 2010 | 50 | | |
| | | | | 2011 | 55 | | |
| | | | | GOAL | | | |
| SL-1.1 Center for Human Services Oakdale Family Resource Center | In conjunction with the Family Support Network, provide case management, utility assistance, and support services to low-income families residing in the Eastside communities of Oakdale, Valley Home, Knights Ferry and the surrounding unincorporated areas of Stanislaus County. | CDBG \$16,000 | Number of unduplicated individuals that receive sheltered at the Teen Center. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | 129 | 331 | 257% |
| | | | | 2010 | | | |
| | | | | 2011 | 142 | | |
| | | | | GOAL | | | |
| SL-1.1 Center for Human Services Westside Family Resource Center | The Newman and Patterson Family Resource Centers, provide case management, utility assistance, and support services to low-income families residing in the Westside communities of Patterson, Westley, and Grayson. | CDBG \$15,000 | Number of unduplicated individuals and households that receive case management and support services. | 2007 | 155 | 114 | 74% |
| | | | | 2008 | | | |
| | | | | 2009 | 99 | 223 | 225% |
| | | | | 2010 | 165 | | |
| | | | | 2011 | 182 | | |
| | | | | GOAL | | | |
| SL-1.1 Children's Crisis Center Essential Child Shelter Project - East County | Address the need for essential supportive services for low and moderate-income children at risk of abuse, neglect, homelessness and exploitation by providing childcare, shelter, and meals, in the Oakdale area and surrounding unincorporated pockets. | CDBG \$18,000 | Number of unduplicated children provided with childcare, shelter, and meals through the nutrition and education program. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | 211 | 200 | 95% |
| | | | | 2010 | 170 | | |
| | | | | 2011 | 187 | | |
| | | | | GOAL | | | |

Annual Objectives for 2011-2012 CDBG Public Service Program Grantees

| Specific Obj. # | Outcome/Objective | Sources of Funds | Performance Indicators | Year | Expected Number | Actual Number | Percent Completed |
|---|--|----------------------|--|-------------|-----------------|---------------|-------------------|
| | Specific Objectives | | | | | | |
| SL-1 Availability/Accessibility of Suitable Living Environment | | | | | | | |
| SL-1.1 Children's Crisis Center Essential Child Shelter Project - Southwest County | Address the need for essential supportive services for low and moderate-income children at risk of abuse, neglect, homelessness and exploitation by providing childcare, shelter, and meals, in the Ceres, Patterson, Westley, Crowslanding, Denair, Keyes, Grayson, Newman and unincorporated Modesto. | CDBG \$20,000 | Number of unduplicated children provided with childcare, shelter, and meals through the nutrition and education program. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | 110 | 114 | 104% |
| | | | | 2010 | 132 | | |
| | | | | 2011 | 152 | | |
| | | | | GOAL | | | |
| SL-1.1 Children's Crisis Center Child Victims of Violence Project at the Stanislaus Family Justice Center | Will serve (1) children who have been victimized by physical or sexual abuse, directly or indirectly, and (2) children fleeing from domestic violence. Children will receive individualized care by qualified, caring staff, trained in early childhood development, crisis management and emergency intervention. | CDBG \$14,000 | Number of unduplicated children provided with crisis intervention. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | | | |
| | | | | 2010 | | | |
| | | | | 2011 | 84 | | |
| | | | | GOAL | | | |
| SL-1.1 Disability Resource Agency for Independent Living Asistive Technology Program | Serves extremely low to low income or moderate income individuals with disabilities who need any durable medical equipment or other device that would empower them to be self sufficient and are not covered by insurance. | CDBG \$15,000 | Number of unduplicated persons assisted with the purchase of assistive technology. | 2007 | 24 | 13 | 54% |
| | | | | 2008 | | | |
| | | | | 2009 | 20 | 28 | 140% |
| | | | | 2010 | | | |
| | | | | 2011 | 17 | | |
| | | | | GOAL | | | |
| SL-1.1 Family Promise Case Management | Family Promise (FP) of Greater Modesto's Case Management Program will assist homeless families enrolled in the shelter program with job and housing placement, as well as resource referral and life skill building. | CDBG \$12,680 | Number of unduplicated individuals at or below 80% of the area median income receiving case management. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | 109 | 100 | 92% |
| | | | | 2010 | | | |
| | | | | 2011 | 80 | | |
| | | | | GOAL | | | |

Annual Objectives for 2011-2012 CDBG Public Service Program Grantees

| Specific Obj. # | Outcome/Objective | Sources of Funds | Performance Indicators | Year | Expected Number | Actual Number | Percent Completed |
|---|--|--------------------------|---|-------------|-----------------|---------------|-------------------|
| | Specific Objectives | | | | | | |
| SL-1 Availability/Accessibility of Suitable Living Environment | | | | | | | |
| SL-1.1 Hughson Family Resource Center Family Wellness | Will provide education to families in the areas of fitness/nutrition in the prevention of health issues such as obesity, diabetes and asthma; provide case management resource/linkages to increase the self-sufficiency of individuals. | CDBG \$14,000 | Number of unduplicated individuals at or below 80% of the area median income receiving case management. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | | | |
| | | | | 2010 | | | |
| | | | | 2011 | 70 | | |
| | | | | GOAL | | | |
| SL-1.1 Parent Resource Center Airport Neighborhood Partnership | Provides family focused services through case management, parent education and supportive services including facilitation of a parent education group in the Airport neighborhood. | CDBG \$16,000 | Number of individuals receiving case management and information & referral. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | | | |
| | | | | 2010 | | | |
| | | | | 2011 | 124 | | |
| | | | | GOAL | | | |
| SL-1.1 Parent Institute for Quality Education (PIQE) Waterford | PIQE's curriculum teaches parents how to (1) enhance their child's reading, writing, and math skills; (2) better communicate with their child, offering positive discipline techniques that enhance self-esteem; and (3) help their child avoid drugs, violence, and gang involvement. | CDBG \$10,000 | Number of unduplicated individuals that go through the PIQE curriculum in the Waterford area. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | | | |
| | | | | 2010 | | | |
| | | | | 2011 | 50 | | |
| | | | | GOAL | | | |
| SL-1.1 Second Harvest Food Assistance Program | Address the demand for emergency food needs in Stanislaus County by providing different non-profit agencies throughout the county with food assistance, which in turn distribute the food to low-income families/individuals. | CDBG \$15,000 | Number of unduplicated individuals receiving food assistance. | 2007 | 25,000 | 30,748 | 123% |
| | | | | 2008 | 25,250 | 45,018 | 178% |
| | | | | 2009 | 25,503 | 41,069 | 161% |
| | | | | 2010 | 7,000 | | |
| | | | | 2011 | 28,053 | | |
| | | | | GOAL | | | |

Annual Objectives for 2011-2012 CDBG Public Service Program Grantees

| Specific Obj. # | Outcome/Objective | Sources of Funds | Performance Indicators | Year | Expected Number | Actual Number | Percent Completed |
|---|---|--------------------------------|--|-------------|-----------------|---------------|-------------------|
| | Specific Objectives | | | | | | |
| SL-1 Availability/Accessibility of Suitable Living Environment | | | | | | | |
| SL-1.1 Second Harvest Food 4 Thought Program | By operating through existing tutorial programs, children participate in after school tutorial programs each week and for their participation in the after school studies, Second Harvest Food Bank gives each child a 15-18 pound bag of nutritious supplemental groceries twice a month. | CDBG \$20,000 | Number of unduplicated children participating in the Food 4 Thought program. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | | | |
| | | | | 2010 | | | |
| | | | | 2011 | 550 | | |
| | | | | GOAL | | | |
| SL-1.1 Stanislaus Family Justice Program Family Justice Program | Help center for victims of domestic violence, sexual assault, child abuse or elder abuse, to receive advocacy, counseling, crisis intervention, employment/financial assistance, housing and shelter assistance, and legal assistance. | CDBG \$3,474 | Number of unduplicated individuals receiving assistance at the help center. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | | | |
| | | | | 2010 | | | |
| | | | | 2011 | 51 | | |
| | | | | GOAL | | | |
| SL-1.1 United Cerebral Palsy of Stanislaus County Community Project for Safe Seniors (North County) | The project serves 1) elderly persons and 2) people with disabilities. A work crew consisting of three persons with disabilities (consumers) and one job coach will perform light maintenance work and will identify potential safety hazards in the homes of elderly persons living in the central and north county. | CDBG \$10,000 | Number of unduplicated individuals participating in the program. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | | | |
| | | | | 2010 | | | |
| | | | | 2011 | 54 | | |
| | | | | GOAL | | | |
| SL-1.1 United Cerebral Palsy of Stanislaus County Community Project for Safe Seniors (South County) | The project serves 1) elderly persons and 2) people with disabilities. A work crew consisting of three persons with disabilities (consumers) and one job coach will perform light maintenance work and will identify potential safety hazards in the homes of elderly persons living in the south portions of the county. | CDBG \$10,000 | Number of unduplicated individuals participating in the program. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | | | |
| | | | | 2010 | | | |
| | | | | 2011 | 62 | | |
| | | | | GOAL | | | |

Annual Objectives for 2011-2012 CDBG Public Service Program Grantees

| Specific Obj. # | Outcome/Objective | Sources of Funds | Performance Indicators | Year | Expected Number | Actual Number | Percent Completed |
|--|--|--------------------------------|---|-------------|-----------------|---------------|-------------------|
| | Specific Objectives | | | | | | |
| SL-1 Availability/Accessibility of Suitable Living Environment | | | | | | | |
| SL-1.1 United Samaritans Foundation (USF) Daily Bread Mobile Lunch Program (Ceres/Keyes) | Address the need of very low and low-income and homeless persons by providing daily meals through the Daily Bread Mobile Lunch Program in the communities of Ceres and Keyes. | CDBG \$14,000 | Number of unduplicated individuals receiving meals. | 2007 | | | |
| | | | | 2008 | 200 | 1989 | 159% |
| | | | | 2009 | 220 | 1910 | 868% |
| | | | | 2010 | 242 | | |
| | | | | 2011 | 266 | | |
| | | | | GOAL | | | |
| SL-1.1 United Samaritans Foundation (USF) Daily Bread Mobile Lunch Program (Hughson) | Address the need of very low and low-income and homeless persons by providing daily meals through the Daily Bread Mobile Lunch Program in the communities of Hughson, Empire, Waterford, Hickman and Denair. | CDBG \$15,000 | Number of unduplicated individuals receiving meals. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | | | |
| | | | | 2010 | | | |
| | | | | 2011 | 225 | | |
| | | | | GOAL | | | |
| SL-1.1 Westside Food Pantry Emergency Food Program | Address the need for emergency food assistance by providing food for families temporarily out of work, single mothers, and senior citizens in the Westside area. The pantry will provide English children's books to all children under the age of 13 to stimulate an interest in learning and enhance proficiency in English. | CDBG \$14,000 | Number of unduplicated individuals receiving emergency food assistance. | 2007 | 3140 | 5079 | 162% |
| | | | | 2008 | 5000 | 7967 | 159% |
| | | | | 2009 | 5500 | 9471 | 172% |
| | | | | 2010 | 4235 | | |
| | | | | 2011 | 4659 | | |
| | | | | GOAL | | | |

**Summary of Specific Annual Objectives for
2011-2012 ESG Grantees**

| Specific Obj. # | Outcome/Objective | Sources of Funds | Performance Indicators | Year | Expected Number | Actual Number | Percent Completed |
|---|---|---|--|-------------|-----------------|---------------|-------------------|
| | Specific Objectives | | | | | | |
| SL-1 Availability/Accessibility of Suitable Living Environment | | | | | | | |
| SL-1.1 Children's Crisis Center Infant Shelter at Marsha's House | Provide shelter for homeless and at-risk infants and toddlers as well as case management, crisis counseling, resource identification, referral services, and education for parents living in Ceres, Patterson, Waterford, Salida, and the unincorporated areas of Modesto. | ESG \$2,200 - Operational \$22,020 - Essential | Number of unduplicated infants & toddlers provided with childcare & shelter. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | | | |
| | | | | 2010 | 64 | | |
| | | | | 2011 | 75 | | |
| | | | | GOAL | | | |
| SL-1.1 Community Housing & Shelter Services Homeless Prevention | Address the specific needs of the homeless as well as households that are at risk of losing their permanent housing through the provision of rental assistance & motel/hotel vouchers. | ESG \$40,563 - Homeless Prevention | Number of unduplicated individuals in and households served with emergency rental assistance to avoid eviction or avoid foreclosure, and case management services. | 2007 | 35 | 80 | 229% |
| | | | | 2008 | 105 | 273 | 260% |
| | | | | 2009 | 109 | 120 | 76% |
| | | | | 2010 | 112 | | |
| | | | | 2011 | 154 | | |
| | | | | GOAL | | | |
| SL-1.1 Family Promise Shelter Services | Provide funding to allow the operation of a homeless sheltering program for families. In addition to shelter, families enrolled at Family Promise receive case management, assistance with transportation, job and housing search. | ESG \$6,480 - Operational \$12,420 - Essential | Number of unduplicated individuals at or below 80% of the area median income receiving shelter. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | 109 | 100 | 92% |
| | | | | 2010 | | | |
| | | | | 2011 | 80 | | |
| | | | | GOAL | | | |
| SL-1.1 We Care of Turlock Emergency Cold Weather Shelter | Address the needs of the homeless population by providing emergency shelter during the worst part of the winter and assist them in finding jobs, enter residential programs, obtain permanent housing, and receive assistance that will allow them to overcome certain barriers facing the homeless population. | ESG \$7,300 - Operational \$3,669 - Security \$6755- Homeless Prevention | Number of unduplicated homeless individuals who were provided shelter and supportive services. | 2007 | | | |
| | | | | 2008 | | | |
| | | | | 2009 | 120 | 141 | 118% |
| | | | | 2010 | 128 | | |
| | | | | 2011 | 138 | | |
| | | | | GOAL | | | |

Appendix B

- A. Table 2C – Summary of Specific Housing/Community Development Objectives
- B. Table 3B – Annual Housing Completion Goals
- C. Table 3C – Listing of Urban County Individual Projects (pp.84-108)
- D. Table 3C – Listing of CDBG Public Service Individual Projects (pp. 109-127)
- E. Table 3C – Listing of ESG Public Service Individual Projects (pp. 128-132)

Transition Table 2C
Summary of Specific Housing/Community Development Objectives
2011 (YEAR 5)

| Obj # | Specific Objectives | Sources of Funds | Performance Indicators | Expected Number | Actual Number | Outcome/Objective* |
|----------|--|------------------|------------------------|-----------------|---------------|--------------------|
| 1 | Rental Housing | | | | | |
| 1 | Address the need for Senior Affordable Rental Housing. | HOME | Housing Units | 5 | | DH-2 |
| | | | | | | |
| 2 | Owner Housing | | | | | |
| 1 | Address the need for affordable housing by providing down payment assistance to low and moderate-income households. | HOME RDA | Households | 10 | | DH-2 |
| | Address the need for decent affordable housing by offering minor and major home rehabilitation assistance to low and moderate-income households. | HOME RDA | Households | 22 | | DH-2 |
| 3 | Community Development | | | | | |
| | Infrastructure | | | | | |
| 1 | Address the need for infrastructure improvements (i.e. storm drainage, sewer, water, curb, sidewalks) to retrofit communities and neighborhoods throughout unincorporated areas of the County and within the Consortia Cities. | CDBG RDA | People | 728 | | SL-3 |
| 4 | Public Facilities | | | | | |
| 1 | See Infrastructure above. | | | | | |
| | | | | | | |
| 5 | Public Services | | | | | |
| 1 | Continue to address the needs of low to moderate-income households/individuals through public service programs by providing grants to non-profit organizations that will deliver such services. | CDBG ESG | People | 9918 | | SL-1 |
| | | | | | | |
| 6 | Economic Development | | | | | |
| 1 | Loans to assist with micro-enterprise development. | CDBG | Loans | 1 | | EO-1 |
| | | | | | | |
| 7 | Neighborhood Revitalization/Other | | | | | |
| 1 | Deliver a Revitalization Plan | CDBG | Plan | 1 | | SL-3 |
| | | | | | | |

***Outcome/Objective Codes**

| | Availability/Accessibility | Affordability | Sustainability |
|------------------------------------|----------------------------|---------------|----------------|
| Decent Housing | DH-1 | DH-2 | DH-3 |
| Suitable Living Environment | SL-1 | SL-2 | SL-3 |
| Economic Opportunity | EO-1 | EO-2 | EO-3 |

Table 3B
ANNUAL HOUSING COMPLETION GOALS
2011 (Year 5)

| Grantee Name: Program Year: | Expected Annual Number of Units To Be Completed | Actual Annual Number of Units Completed | Resources used during the period | | | |
|--|---|---|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| | | | CDBG | HOME | ESG | HOPWA |
| ANNUAL AFFORDABLE HOUSING GOALS (SEC. 215) | | | | | | |
| Homeless households | 5 | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Non-homeless households | 10 | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Special needs households | 1 | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ANNUAL AFFORDABLE RENTAL HOUSING GOALS (SEC. 215) | | | | | | |
| Acquisition of existing units | 0 | | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |
| Production of new units | 3 | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> |
| Rehabilitation of existing units | 0 | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rental Assistance | 0 | | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |
| Total Sec. 215 Affordable Rental | 3 | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ANNUAL AFFORDABLE OWNER HOUSING GOALS (SEC. 215) | | | | | | |
| Acquisition of existing units | 1 | | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | | |
| Production of new units | 3 | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | |
| Rehabilitation of existing units | 8 | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | |
| Homebuyer Assistance | 8 | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | <input type="checkbox"/> |
| Total Sec. 215 Affordable Owner | 20 | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ANNUAL AFFORDABLE HOUSING GOALS (SEC. 215) | | | | | | |
| Acquisition of existing units | 1 | | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |
| Production of new units | 6 | | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |
| Rehabilitation of existing units | 8 | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Homebuyer Assistance | 8 | | <input type="checkbox"/> | <input type="checkbox"/> | | <input type="checkbox"/> |
| Total Sec. 215 Affordable Housing | 23 | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ANNUAL HOUSING GOALS | | | | | | |
| Annual Rental Housing Goal | 3 | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Annual Owner Housing Goal | 20 | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Total Annual Housing Goal | 23 | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Table 3C
Annual Action Plan 2011-2012
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need
N/A

Project Title
Stanislaus County – Program Administration

Description

Administration and management of the County CDBG Consortium and the County's programs and projects.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Stanislaus County CDBG Consortium.

| | | |
|--|--|---|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: CDBG \$374,307 ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing PHA Other Funding Total |
| HUD Matrix Code 21A | CDBG Citation 570.206 | |
| Type of Recipient N/A | CDBG National Objective N/A | |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 | |
| Performance Indicator N/A | Annual Units N/A | |
| Local ID | Units Upon Completion N/A | |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 3C
Annual Action Plan 2011-2012
Listing of Projects**

Jurisdiction's Name: Stanislaus County

Priority Need

Infrastructure Improvements

Project Title

Stanislaus County – Empire Infrastructure Project

Description

Engineering and design of Phase 1B of the Empire Infrastructure Project. Phase 1B consists of the installation and connection of storm drain facilities (Phase 1A and B) to the Modesto Irrigation District's (MID) river outfall.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Community of Empire (See Description above)

| | | |
|--|---|---|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: CDBG \$664,574 ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing PHA Other Funding Total |
| HUD Matrix Code 03I | CDBG Citation 570.201(c) | |
| Type of Recipient Household | CDBG National Objective 570.208 (a)(1) | |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 | |
| Performance Indicator People | Annual Units | |
| Local ID | Units Upon Completion 500 | |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2011-2012
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

Affirmatively Further Fair Housing

Project Title

Stanislaus County – Fair Housing Program

Description

Address the need to affirmatively further fair housing through fair housing enforcement, fair housing awareness, and housing counseling.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Consortium Cities and Stanislaus County Unincorporated Areas

| | | |
|--|--|--|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: CDBG \$34,000 ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing PHA Other Funding Total |
| HUD Matrix Code 21D Fair Housing | CDBG Citation 570.206 | |
| Type of Recipient People (General) | CDBG National Objective | |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 | |
| Performance Indicator People | Annual Units | |
| Local ID | Units Upon Completion | |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 3C
Annual Action Plan 2011-2012
Listing of Projects**

Jurisdiction's Name: Stanislaus County

Priority Need

N/A

Project Title

Stanislaus County – Analysis of Impediments to Fair Housing

Description

An analysis of obstacles/impediments to fair housing choice. Comprehensive review and analysis of policies, procedures, and practices in both the public and private sectors that directly or indirectly impose an impediment on equal housing opportunities.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Stanislaus County CDBG Consortium.

| | | |
|--|--|--|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: CDBG \$10,000 ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing PHA Other Funding Total |
| HUD Matrix Code | CDBG Citation | |
| Type of Recipient | CDBG National Objective | |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 | |
| Performance Indicator N/A | Annual Units N/A | |
| Local ID | Units Upon Completion N/A | |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2011-2012
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

Economic Development/Employment Training

Project Title

Stanislaus County – T3 Workforce Development Program

Description

Computer training program for low-income individuals that will provide participants the opportunity to acquire and further develop computer skills that will allow them to re-enter the workforce and in many cases gain a competitive edge in the field they select to enter.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Stanislaus County

| | | |
|--|--|-------------------------|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: |
| HUD Matrix Code 05H | CDBG Citation 570.201(e) | CDBG \$20,000 |
| Type of Recipient | CDBG National Objective 570.208(a)(2) | ESG |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 | HOME |
| Performance Indicator People | Annual Units 400 | HOPWA |
| Local ID | Units Upon Completion | Total Formula |
| | | Prior Year Funds |
| | | Assisted Housing |
| | | PHA |
| | | Other Funding |
| | | Total |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2011-2012
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

Economic Development Opportunities

Project Title

Stanislaus County – Economic Development

Description

Program designed to provide economic development opportunities for eligible individuals that have participated in the Workforce Development Targeted Technology Training (T3) Program.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Countywide

| | | |
|---|--|--|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: CDBG \$20,000 ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing PHA Other Funding Total |
| HUD Matrix Code 05H Employment Training | CDBG Citation 570.201(o) | |
| Type of Recipient Individuals | CDBG National Objective 570.208(a)(2) | |
| Start Date 07-01-10 | Completion Date 06-30-11 | |
| Performance Indicator People | Annual Units 1 | |
| Local ID | Units Upon Completion | |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 3C
Annual Action Plan 2011-2012
Listing of Projects**

Jurisdiction's Name: Stanislaus County

Priority Need

N/A

Project Title

City of Ceres – CDBG Project Administration.

Description

Administration and management of CDBG programs and projects.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

City of Ceres

| | | |
|--|--|--|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: CDBG \$20,000 ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing PHA Other Funding Total |
| HUD Matrix Code 21A General Prgm Adm. | CDBG Citation 570.206 | |
| Type of Recipient N/A | CDBG National Objective N/A | |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 | |
| Performance Indicator N/A | Annual Units N/A | |
| Local ID | Units Upon Completion N/A | |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2011-2012
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

Infrastructure Improvements

Project Title

City of Ceres – Infill Infrastructure Project

Description

Installation of curb, gutter, sidewalks, ADA accessible curb cuts, and storm drain improvements where these facilities do not exist. Improvements will be conducted at the following locations:

- Magnolia Street: From Central Avenue to the east, to El Camino to the west.
- El Camino Avenue: From Magnolia to the north, to Central Avenue to the south.
- 10th Street: From Lawrence Street to the north, to Don Pedro Road to the south.
- Roeding Road: From 9th Street to the west, to Mitchell Road to the east.
- Holly Court
- Don Pedro Road: From 9th Street to the west, to Mitchell Road to the east.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity

Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

City of Ceres (See project area above)

| | | |
|---|--|-------------------------|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: |
| HUD Matrix Code 03 Public Facilities & Improvements (General) | CDBG Citation 570.201(c) | CDBG <u>\$238,589</u> |
| Type of Recipient Household | CDBG National Objective 570.208(a)(1) | ESG _____ |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 | HOME _____ |
| Performance Indicator People | Annual Units 400 | HOPWA _____ |
| Local ID | Units Upon Completion 400 | Total Formula _____ |
| | | Prior Year Funds _____ |
| | | Assisted Housing _____ |
| | | PHA _____ |
| | | Other Funding _____ |
| | | Total _____ |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 3C
Annual Action Plan 2011-2012
Listing of Projects**

Jurisdiction's Name: Stanislaus County

Priority Need

Economic Development/Employment Training

Project Title

City of Ceres – T3 Workforce Development Program

Description

Computer training program for low-income individuals that will provide participants the opportunity to acquire and further develop computer skills that will allow them to re-enter the workforce and in many cases gain a competitive edge in the field they select to enter.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

City of Oakdale

| | | | |
|--|--|-------------------------|----------|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: | |
| HUD Matrix Code 05H | CDBG Citation 570.201(e) | CDBG | \$10,000 |
| Type of Recipient | CDBG National Objective 570.208(a)(2) | ESG | |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 | HOME | |
| Performance Indicator People | Annual Units 200 | HOPWA | |
| Local ID | Units Upon Completion | Total Formula | |
| | | Prior Year Funds | |
| | | Assisted Housing | |
| | | PHA | |
| | | Other Funding | |
| | | Total | |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2011-2012
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

N/A

Project Title

City of Hughson – CDBG Project Administration.

Description

Administration and management of CDBG programs and projects.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

City of Hughson

| | |
|--|--|
| Objective Number | Project ID (HUD Activity #): |
| HUD Matrix Code 21A General Prgm Adm. | CDBG Citation 570.206 |
| Type of Recipient N/A | CDBG National Objective N/A |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 |
| Performance Indicator N/A | Annual Units N/A |
| Local ID | Units Upon Completion N/A |

Funding Sources:

CDBG \$20,000
 ESG
 HOME
 HOPWA
 Total Formula
 Prior Year Funds
 Assisted Housing
 PHA
 Other Funding
 Total

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 3C
Annual Action Plan 2011-2012
Listing of Projects**

Jurisdiction's Name: Stanislaus County

Priority Need

Infrastructure Improvements

Project Title

City of Hughson – Pine Street Infrastructure Project

Description

Project includes engineering and design work and installation of curb, gutter, storm drain, sidewalks, and ADA curb cuts as needed on Pine Street from 4th Street to the west, to 7th Street to the east.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

City of Hughson (See project area above)

| | | |
|---|--|---|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: CDBG \$131,391 ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing PHA Other Funding Total |
| HUD Matrix Code 03 Public Facilities & Improvements (General) | CDBG Citation 570.201(c) | |
| Type of Recipient Household | CDBG National Objective 570.208(a)(1) | |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 | |
| Performance Indicator People | Annual Units 300 | |
| Local ID | Units Upon Completion 300 | |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 3C
Annual Action Plan 2011-2012
Listing of Projects**

Jurisdiction's Name: Stanislaus County

Priority Need

Infrastructure Improvements

Project Title

City of Hughson – 4th Street Infrastructure Project

Description

Multi-phased project including engineering and design work. The project will consist of installation of curb, gutter, storm drain, sidewalks, and ADA curb cuts as needed. The project is bounded by Whitmore Avenue to the north, down to 5th Street to the east.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

City of Hughson (See project area above)

| | | |
|---|--|--|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: CDBG \$20,000 ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing PHA Other Funding Total |
| HUD Matrix Code 03 Public Facilities & Improvements (General) | CDBG Citation 570.201(c) | |
| Type of Recipient Household | CDBG National Objective 570.208(a)(1) | |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 | |
| Performance Indicator People | Annual Units 300 | |
| Local ID | Units Upon Completion 300 | |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2011-2012
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

N/A

Project Title

City of Newman – CDBG Project Administration.

Description

Administration and management of CDBG programs and projects.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

City of Newman

| | | |
|--|--|--|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: CDBG \$20,000 ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing PHA Other Funding Total |
| HUD Matrix Code 21A General Prgm Adm. | CDBG Citation 570.206 | |
| Type of Recipient N/A | CDBG National Objective N/A | |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 | |
| Performance Indicator N/A | Annual Units N/A | |
| Local ID | Units Upon Completion N/A | |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2011-2012
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

Infrastructure Improvements

Project Title

City of Newman – P, Q, R, S, T Streets, Fresno, Merced, Patchett, Streets and West Avenue: Phase III

Description

Phase III: Installation of curb, gutter, sidewalks, and ADA curb cuts along the following Streets:

- P Street, from Yolo to Stanislaus Streets
- Q Street, from Tulare to Kern Streets
- R Street, from Yolo to Merced Streets

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

City of Newman (See Description Above)

| | | |
|--|--|--|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: CDBG \$60,000 ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing PHA Other Funding Total |
| HUD Matrix Code 03L | CDBG Citation 570.201(C) | |
| Type of Recipient Households | CDBG National Objective 570.208(a)(1) | |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 | |
| Performance Indicator People | Annual Units | |
| Local ID | Units Upon Completion 994 | |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2011-2012
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

Infrastructure Improvements

Project Title

City of Newman – Street Reconstruction Project

Description

This project is in concurrence with PQRST/Fresno/Merced/Patchett/West Ave Infrastructure Project and Storm Drain Replacement Project. Construction to include street repair and overlay (partially due to infrastructure repairs) in the following areas:

- P Street, from Yolo to Stanislaus Streets
- Q Street, from Tulare to Kern Streets
- R Street, from Yolo to Merced Streets

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

City of Newman (See Description Above)

| | | |
|--|--|--|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: CDBG \$60,000 ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing PHA Other Funding Total |
| HUD Matrix Code 03F | CDBG Citation 570.201(C) | |
| Type of Recipient Household | CDBG National Objective 570.208(a)(1) | |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 | |
| Performance Indicator People | Annual Units | |
| Local ID | Units Upon Completion 994 | |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 3C
Annual Action Plan 2011-2012
Listing of Projects**

Jurisdiction's Name: Stanislaus County

Priority Need

Infrastructure Improvements

Project Title

City of Newman – Tulare Street Infrastructure Project

Description

Multi-phased project including engineering and design work, and the installation of curb, gutter, storm drain improvements, sidewalks, ADA accessible curb cuts, and street repaving. The project is bounded by S Street to the east to R Street to the west.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

City of Newman (See Description Above)

| | | |
|--|--|--|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: CDBG \$48,766 ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing PHA Other Funding Total |
| HUD Matrix Code 03F | CDBG Citation 570.201(C) | |
| Type of Recipient Household | CDBG National Objective 570.208(a)(1) | |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 | |
| Performance Indicator People | Annual Units | |
| Local ID | Units Upon Completion 315 | |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2011-2012
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

Economic Development/Employment Training

Project Title

City of Newman – T3 Workforce Development Program

Description

Computer training program for low-income individuals that will enhance their computer skills that will assist them with finding a job and/or progressing within the employment field.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

City of Newman

| | | |
|--|--|--|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: CDBG \$10,000 ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing PHA Other Funding Total |
| HUD Matrix Code 05H | CDBG Citation 570.201(e) | |
| Type of Recipient Individuals | CDBG National Objective 570.208(a)(2) | |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 | |
| Performance Indicator People | Annual Units 300 | |
| Local ID | Units Upon Completion | |
| | | |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2011-2012
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

N/A

Project Title

City of Oakdale – CDBG Project Administration.

Description

Administration and management of CDBG programs and projects.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

City of Oakdale

| | | |
|--|--|--|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: CDBG \$20,000 ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing PHA Other Funding Total |
| HUD Matrix Code 21A General Prgm Adm. | CDBG Citation 570.206 | |
| Type of Recipient N/A | CDBG National Objective N/A | |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 | |
| Performance Indicator N/A | Annual Units N/A | |
| Local ID | Units Upon Completion N/A | |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS
 Persons with Disabilities Public Housing Needs

**Table 3C
Annual Action Plan 2011-2012
Listing of Projects**

Jurisdiction's Name: Stanislaus County

Priority Need

Infrastructure Improvements

Project Title

City of Oakdale – Davitt Avenue Infrastructure Project

Description

Construction phase of the Davitt Avenue Infrastructure Project. This Project will consist of water main replacement, sewer main replacement, and installation of curb, gutter, sidewalk, ADA accessible curb cuts, storm drain improvements, and street repavement. The project is bounded by G Street to the north, to the southern terminus.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

City of Oakdale (See project bounding above)

| | | | |
|--|--|-------------------------|-----------|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: | |
| HUD Matrix Code 03 Public Facilities & Improvement (General) | CDBG Citation 570.201(C) | CDBG | \$205,672 |
| Type of Recipient Household | CDBG National Objective 570.208(a)(1) | ESG | |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 | HOME | |
| Performance Indicator People | Annual Units | HOPWA | |
| Local ID | Units Upon Completion 170 | Total Formula | |
| | | Prior Year Funds | |
| | | Assisted Housing | |
| | | PHA | |
| | | Other Funding | |
| | | Total | |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 3C
Annual Action Plan 2011-2012
Listing of Projects**

Jurisdiction's Name: Stanislaus County

Priority Need

Economic Development/Employment Training

Project Title

City of Oakdale – T3 Workforce Development Program

Description

Computer training program for low-income individuals that will provide participants the opportunity to acquire and further develop computer skills that will allow them to re-enter the workforce and in many cases gain a competitive edge in the field they select to enter.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

City of Oakdale

| | | | |
|--|--|-------------------------|---------|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: | |
| HUD Matrix Code 05H | CDBG Citation 570.201(e) | CDBG | \$5,000 |
| Type of Recipient People | CDBG National Objective 570.208(a)(2) | ESG | |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 | HOME | |
| Performance Indicator People | Annual Units 150 | HOPWA | |
| Local ID | Units Upon Completion | Total Formula | |
| | | Prior Year Funds | |
| | | Assisted Housing | |
| | | PHA | |
| | | Other Funding | |
| | | Total | |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2011-2012
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

N/A

Project Title

City of Patterson – CDBG Project Administration.

Description

Administration and management of CDBG programs and projects.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

City of Patterson

| | |
|--|--|
| Objective Number | Project ID (HUD Activity #): |
| HUD Matrix Code 21A General Prgm Adm. | CDBG Citation 570.206 |
| Type of Recipient N/A | CDBG National Objective N/A |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 |
| Performance Indicator N/A | Annual Units N/A |
| Local ID | Units Upon Completion N/A |

Funding Sources:

CDBG \$20,000
ESG
HOME
HOPWA
Total Formula
Prior Year Funds
Assisted Housing
PHA
Other Funding
Total

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2011-2012
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

Infrastructure Improvements

Project Title

City of Patterson –4th Street Infrastructure Project

Description

Replacement of water main and installation of curb, gutter, storm drain, sidewalks, ADA accessible curb cuts, and street repaving. The project is bounded by E Street to the north, to Sperry Avenue to the south.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

City of Patterson: 4th Street

| | | |
|--|--|--|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: CDBG \$ ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing PHA Other Funding Total |
| HUD Matrix Code 03J Water/Sewer Improvements | CDBG Citation 570.201(C) | |
| Type of Recipient Household | CDBG National Objective 570.208(a)(1) | |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 | |
| Performance Indicator People | Annual Units | |
| Local ID | Units Upon Completion 350 | |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 3C
Annual Action Plan 2011-2012
Listing of Projects**

Jurisdiction's Name: Stanislaus County

Priority Need

Economic Development/Employment Training

Project Title

City of Patterson – T3 Workforce Development Program

Description

Computer training program for low-income individuals that will enhance their computer skills that will assist them with finding a job and/or progressing within the employment field.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

City of Patterson

| | | |
|--|--|-------------------------|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: |
| HUD Matrix Code 05H | CDBG Citation 570.201(e) | CDBG \$10,000 |
| Type of Recipient Individuals | CDBG National Objective 570.208(a)(2) | ESG |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 | HOME |
| Performance Indicator People | Annual Units 200 | HOPWA |
| Local ID | Units Upon Completion | Total Formula |
| | | Prior Year Funds |
| | | Assisted Housing |
| | | PHA |
| | | Other Funding |
| | | Total |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2011-2012
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

N/A

Project Title

City of Waterford – CDBG Project Administration

Description

Administration and management of CDBG programs and projects.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

City of Waterford

| | | |
|--|--|--|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: CDBG \$20,000 ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing PHA Other Funding Total |
| HUD Matrix Code 21A General Prgm Adm. | CDBG Citation 570.206 | |
| Type of Recipient N/A | CDBG National Objective N/A | |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 | |
| Performance Indicator N/A | Annual Units N/A | |
| Local ID | Units Upon Completion N/A | |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS
 Persons with Disabilities Public Housing Needs

**Table 3C
Annual Action Plan 2011-2012
Listing of Projects**

Jurisdiction's Name: Stanislaus County

Priority Need

Economic Development/Employment Training

Project Title

City of Waterford – T3 Workforce Development Program

Description

Computer training program for low-income individuals that will enhance their computer skills that will assist them with finding a job and/or progressing within the employment field.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

City of Waterford

| | | |
|--|--|-------------------------|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: |
| HUD Matrix Code 05H | CDBG Citation 570.201(e) | CDBG \$10,000 |
| Type of Recipient Individuals | CDBG National Objective 570.208(a)(2) | ESG |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 | HOME |
| Performance Indicator People | Annual Units 150 | HOPWA |
| Local ID | Units Upon Completion | Total Formula |
| | | Prior Year Funds |
| | | Assisted Housing |
| | | PHA |
| | | Other Funding |
| | | Total |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2011-2012
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

Public Services – CDBG

Project Title

Center for Human Services - Ceres Partnership for Healthy Children Utility Assistance

Description:

CPHC's Family Resource Center provides case management services to families referred from Ceres Unified School District, Ceres Public Safety, Community Services Agency, local businesses, and/or self-referred. CPHC is proposing to implement a Utility Assistance Program to provide additional assistance for these families. Families will receive a strength based assessment to help with goal planning. Families that are in need of utility assistance would agree to work with a Family Advocate for three sessions of a Budget and Financial Planning Training to receive the utility assistance. The training will help families learn to live within their means.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Ceres and surrounding unincorporated Stanislaus County.

| | |
|--|--|
| Objective Number | Project ID (HUD Activity #): |
| HUD Matrix Code 05Q Subsistence Payments | CDBG Citation 570.201(e) |
| Type of Recipient People (General) | CDBG National Objective LMC |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 |
| Performance Indicator Persons Served | Annual Units 55 |
| Local ID | Units Upon Completion |

Funding Sources:

CDBG \$15,000
ESG
HOME
HOPWA
Total Formula
Prior Year Funds
Assisted Housing
PHA
Other Funding
Total

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2011-2012
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

Public Services – CDBG

Project Title

Center for Human Services – Oakdale Family Resource Center

Description:

In order to support and assist homeless, low and moderate-income individuals and families residing in the Eastside communities of Oakdale, Knights Ferry and Valley Home, CHS is proposing strategies designed to assist families and individuals seeking needed resources, becoming self-sufficient, and learning to adapt in the face of personal and economic crisis. The proposed activities supporting these strategies will be implemented at CHS' Oakdale Counseling and Family Resource Center and include brief case management and crisis intervention, utility assistance and resource and referral for identified services. CHS will work with community partners on the Eastside to maximize the number and depth of resources provided to the homeless or low-income residents seeking our services and support.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Oakdale area and surrounding unincorporated Stanislaus County

| | | |
|--|--|--|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: CDBG \$16,000 ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing PHA Other Funding Total |
| HUD Matrix Code 05Q Subsistence Payments | CDBG Citation 570.201(e) | |
| Type of Recipient People (General) | CDBG National Objective LMC | |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 | |
| Performance Indicator Persons Served | Annual Units 142 | |
| Local ID | Units Upon Completion | |
| | | |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2011-2012
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

Public Services – CDBG

Project Title

Center for Human Services – Westside Family Resource Center

Description:

The Patterson and Newman Family Resource Centers will provide utility assistance in conjunction with brief case management and crisis intervention, utility assistance and resource and referral for low and moderate-income individuals and families residing in the Westside communities of Patterson, Newman, Crows Landing, Westley and Grayson. CHS will work with many community partners on the Westside to maximize the number and depth of resources provided to the homeless or low-income residents seeking our services and support.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Patterson, Newman, Westley, Grayson and surrounding unincorporated Stanislaus County

| | |
|--|--|
| Objective Number | Project ID (HUD Activity #): |
| HUD Matrix Code 05Q Subsistence Payments | CDBG Citation 570.201(e) |
| Type of Recipient People (General) | CDBG National Objective LMC |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 |
| Performance Indicator Persons Served | Annual Units 182 |
| Local ID | Units Upon Completion |

Funding Sources:

CDBG \$15,000
ESG
HOME
HOPWA
Total Formula
Prior Year Funds
Assisted Housing
PHA
Other Funding
Total

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2011-2012
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

Public Services – CDBG

Project Title

Children's Crisis Center – Essential Child Shelter Project (East County)

Description: This project will address the shelter and essential needs of homeless or at risk children residing in Oakdale, Waterford, Valley Home, and Hickman. This project will offer at-risk children immediate shelter, providing them with reassurance, therapeutic play opportunities, nutritionally balanced meals, and developmental activities that promote cognitive, physical, emotional, and social development. I will also offer supportive services to parents of these children who are facing a multitude of stressors in their lives, providing them with intensive case management services, resource identification, crisis counseling, community outreach, nutrition education, and mentoring services to assist them in the attainment of stable housing, the achievement of self sufficiency, and the prevention of future homelessness. This project will operate out of Guardian House in Oakdale and has the licensed capacity to serve up to 24 children at a time, but is projected to serve approximately 30 children per day.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Oakdale, Waterford, Valley Home, and Hickman

| | |
|---|--|
| Objective Number | Project ID (HUD Activity #): |
| HUD Matrix Code 05N Abused & Neglected Children | CDBG Citation 570.201(e) |
| Type of Recipient People (General) | CDBG National Objective LMC |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 |
| Performance Indicator Persons Served | Annual Units 187 |
| Local ID | Units Upon Completion |

Funding Sources:

| | |
|------------------|----------|
| CDBG | \$18,000 |
| ESG | ..... |
| HOME | ..... |
| HOPWA | ..... |
| Total Formula | ..... |
| Prior Year Funds | ..... |
| Assisted Housing | ..... |
| PHA | ..... |
| Other Funding | ..... |
| Total | ..... |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2010-2011
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

Public Services – CDBG

Project Title

Children's Crisis Center – Essential Child Shelter Project (Southwest County)

Description

This project will shelter to at-risk children and supportive services to parents of these children who are facing a multitude of stressors in their lives, providing them with intensive case management services, resource identification, crisis counseling, community outreach, nutrition education, and mentoring services to assist them in the attainment of stable housing, the achievement of self sufficiency, and the prevention of future homelessness. This project will operate out of Cricket's House located in Modesto. The facility has a licensed capacity to serve up to 14 children at a time, but is projected to serve approximately 28 children per day.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Ceres, Keyes, Empire, and the surrounding unincorporated areas of Modesto.

| | |
|---|--|
| Objective Number | Project ID (HUD Activity #): |
| HUD Matrix Code 05N Abused & Neglected Children | CDBG Citation 570.201(e) |
| Type of Recipient People (General) | CDBG National Objective LMC |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 |
| Performance Indicator Persons Served | Annual Units 152 |
| Local ID | Units Upon Completion |

Funding Sources:

CDBG \$20,000
ESG
HOME
HOPWA
Total Formula
Prior Year Funds
Assisted Housing
PHA
Other Funding
Total

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS
Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2010-2011
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

Public Services – CDBG

Project Title

Children's Crisis Center – Child Victims of Violence Project at the Stanislaus Family Justice Center

Description

As a partner in the newly formed Stanislaus Family Justice Center (SFJC), the Children's Crisis Center (CCC) will serve (1) children who have been victimized by physical or sexual abuse, directly or indirectly, and (2) children fleeing from domestic violence. Children will receive individualized care by qualified, caring staff, trained in early childhood development, crisis management and emergency intervention. During their stay at SFJC, children will begin the healing process through therapeutic activities offered within the secure, soothing atmosphere staffed by CCC, located in the SFJC building.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Newman, Crows Landing, Denair, Patterson & the unincorporated areas of Turlock

| | |
|---|--|
| Objective Number | Project ID (HUD Activity #): |
| HUD Matrix Code 05N Abused & Neglected Children | CDBG Citation 570.201(e) |
| Type of Recipient People (General) | CDBG National Objective LMC |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 |
| Performance Indicator Persons Served | Annual Units 84 |
| Local ID | Units Upon Completion |

Funding Sources:

| | |
|------------------|----------|
| CDBG | \$14,000 |
| ESG | ..... |
| HOME | ..... |
| HOPWA | ..... |
| Total Formula | ..... |
| Prior Year Funds | ..... |
| Assisted Housing | ..... |
| PHA | ..... |
| Other Funding | ..... |
| Total | ..... |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2010-2011
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

Public Services – CDBG

Project Title

Disability Resource Agency for Independent Living – Assistive Technology Program

Description:

DRAIL is a cross disability agency who serves anyone with a disability regardless of age or ethnicity. The Assistive Technology Program would serve extremely low to low income or moderate income individuals with disabilities who need any durable medical equipment or other device that would empower them to be self-sufficient. Many devices are not covered by insurances or are only covered partially with a share of cost required by the individual. The consumers who DRAIL serves are either receiving SSDI or SSI or are in the process of applying for benefits with no income at the time.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Ceres, Waterford, Oakdale, Patterson, Newman, Hughson and unincorporated Stanislaus County

| | |
|---|--|
| Objective Number | Project ID (HUD Activity #): |
| HUD Matrix Code 05B Services for the Disabled | CDBG Citation 570.201(e) |
| Type of Recipient People (General) | CDBG National Objective LMC |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 |
| Performance Indicator Persons Served | Annual Units 17 |
| Local ID | Units Upon Completion |

Funding Sources:

| | |
|------------------|----------|
| CDBG | \$15,000 |
| ESG | ..... |
| HOME | ..... |
| HOPWA | ..... |
| Total Formula | ..... |
| Prior Year Funds | ..... |
| Assisted Housing | ..... |
| PHA | ..... |
| Other Funding | ..... |
| Total | ..... |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2010-2011
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

Public Services – CDBG

Project Title

Family Promise – Case Management

Description:

Family Promise (FP) of Greater Modesto is a 30 day shelter program that provides shelter and intensive case management to families who are homeless, assisting them in finding permanent housing. The Case Manager will seek housing leads, assist with applications, build budgets, assist with financial management, map out weekly goals, set up schedules to achieve the goals, perform mock interviews, and prepare for interviews during bi-weekly meetings. In the weekly group Life Skills classes, the Case Manager will do group activities related to housing, communication and responsibility, job searches, problem solving, nutrition. The Case Manager will do follow up support for 6 months - year with each family.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Ceres, Waterford, Oakdale, Patterson, Newman, Hughson and unincorporated Stanislaus County

| | |
|--|--|
| Objective Number | Project ID (HUD Activity #): |
| HUD Matrix Code 05 Public Services (General) | CDBG Citation 570.201(e) |
| Type of Recipient People (General) | CDBG National Objective LMC |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 |
| Performance Indicator Persons Served | Annual Units 80 |
| Local ID | Units Upon Completion |

Funding Sources:

| | |
|------------------|----------|
| CDBG | \$12,680 |
| ESG | ..... |
| HOME | ..... |
| HOPWA | ..... |
| Total Formula | ..... |
| Prior Year Funds | ..... |
| Assisted Housing | ..... |
| PHA | ..... |
| Other Funding | ..... |
| Total | ..... |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2010-2011
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

Public Services – CDBG

Project Title

Hughson Family Resource Center – Family Wellness

Description:

The Hughson Family Resource Center (HFRC) Family Wellness for Hughson/Waterford area will educate economically disadvantaged families in the areas of fitness/nutrition in the prevention of health issues such as obesity, diabetes and asthma; provide case management resource/linkages to include case planning, budgeting and health insurance and food stamp application assistance along with limited family assistance for utilities/housing in the prevention of homelessness; and will provide substance abuse counseling, English as Second Language classes, computer skills training and resume development to increase employability and self-sufficiency of individuals.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Waterford, Hughson and surrounding unincorporated Stanislaus County.

| | | |
|--|--|--|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: CDBG \$14,000 ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing PHA Other Funding Total |
| HUD Matrix Code 05 Public Services (General) | CDBG Citation 570.201(e) | |
| Type of Recipient People (General) | CDBG National Objective LMC | |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 | |
| Performance Indicator Persons Served | Annual Units 70 | |
| Local ID | Units Upon Completion | |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2010-2011
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

Public Services – CDBG

Project Title

Parent Resource Center – Airport Neighborhood Collaborative

Description:

Parent Resource Center's (PRC) Airport Neighborhood Partnership (ANP) brings much needed family focused services to one of Modesto's most impoverished and socioeconomically challenged areas. PRC brings 18 years of expertise in providing intensive case management, parent education and supportive services to their collaborative site shared between PRC, Orville Wright Elementary School and Wright Start-Healthy Start. The CDBG funds requested will provide resources to facilitate a parent education group, intensive case management services and onsite childcare while parents attend parent education groups. The parent education provided uses a research based, nurturing, positive parenting curriculum.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Airport Neighborhood, an unincorporated area of Stanislaus County.

| | | |
|--|--|--|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: CDBG \$16,000 ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing PHA Other Funding Total |
| HUD Matrix Code 05 Public Services (General) | CDBG Citation 570.201(e) | |
| Type of Recipient People (General) | CDBG National Objective LMC | |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 | |
| Performance Indicator Persons Served | Annual Units 124 | |
| Local ID | Units Upon Completion | |
| | | |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2010-2011
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

Public Services – CDBG

Project Title

Parent Institute for Quality Education (PIQE) - Waterford

Description:

PIQE's Parent Engagement in Education Program is designed as a nine week course taught at 90 minute intervals. It is free to all parents, offered in 16 languages, and parents choose to participate in either the morning or evening sessions depending on their individual schedules. PIQE's curriculum teaches parents how to more effectively communicate with teachers and counselors so that they can accurately determine their child's progress relative to grade level standards. There are lessons for parents on how to (1) enhance their child's reading, writing, and math skills; (2) better communicate with their child, offering positive discipline techniques that enhance self-esteem; and (3) help their child avoid drugs, violence, and gang involvement.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Airport Neighborhood, an unincorporated area of Stanislaus County.

| | | |
|--|--|--|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: CDBG \$10,000 ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing PHA Other Funding Total |
| HUD Matrix Code 05 Public Services (General) | CDBG Citation 570.201(e) | |
| Type of Recipient People (General) | CDBG National Objective LMC | |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 | |
| Performance Indicator Persons Served | Annual Units 50 | |
| Local ID | Units Upon Completion | |
| | | |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2010-2011
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

Public Services – CDBG

Project Title

Second Harvest – Food Assistance Program

Description:

The Food Assistance program interacts with non-profit charities that have a food pantry program of their own. This program is currently serving 22 non-profit organizations in the Cities of Ceres, Newman, Oakdale, Patterson, Waterford, and the unincorporated cities of Stanislaus County. Each non-profit organization visits the Food Bank to select packaged groceries, canned fruits and vegetables, cereals and breads, dairy products, meats, and fresh fruits and vegetables. Through the Food Assistance program, Second Harvest Food Bank is able to collect, store, and distribute a large quantity and diversity of food product, and in turn make these groceries available to local non-profit charities.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Ceres, Patterson, Newman, Oakdale, Waterford, Hughson and unincorporated areas of Stanislaus County

| | | |
|---|--|--|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: CDBG \$15,000 ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing PHA Other Funding Total |
| HUD Matrix Code 05W Food Banks | CDBG Citation 570.201(e) | |
| Type of Recipient People (General) | CDBG National Objective LMC | |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 | |
| Performance Indicator Persons Served | Annual Units 28,053 | |
| Local ID | Units Upon Completion | |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2010-2011
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

Public Services – CDBG

Project Title

Second Harvest – Food 4 Thought Program

Description:

The Food 4 Thought Program is an innovative program to address the nutritional needs of hungry school children and offers them the incentive to improve their academic skills. By operating through existing tutorial programs at local schools, community centers, and Give Every Child A Chance tutoring centers, we can more consistently reach this most vulnerable of populations. Children participate in after school tutorial programs each week and for their participation in the after school studies, Second Harvest Food Bank gives each child a 15-18 pound bag of nutritious supplemental groceries twice a month. Each bag contains staples like cereals, breads, fresh fruits and vegetables, canned fruits and vegetables, and dry supplemental groceries for the children.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Ceres, Patterson, Newman, Oakdale, Waterford, Hughson and unincorporated areas of Stanislaus County

| | |
|--|--|
| Objective Number | Project ID (HUD Activity #): |
| HUD Matrix Code 05L Child Care Services | CDBG Citation 570.201(e) |
| Type of Recipient People (General) | CDBG National Objective LMC |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 |
| Performance Indicator Persons Served | Annual Units 550 |
| Local ID | Units Upon Completion |

Funding Sources:

CDBG \$20,000
ESG
HOME
HOPWA
Total Formula
Prior Year Funds
Assisted Housing
PHA
Other Funding
Total

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2010-2011
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

Public Services – CDBG

Project Title

Stanislaus Family Justice Center – Family Justice Program

Description:

The Stanislaus Family Justice Center (SFJC) is a one-stop help center providing services and support to victims of domestic violence, sexual assault, child abuse or elder abuse. Major services that are provided to victims include advocacy, basic needs, counseling, crisis intervention, employment and financial assistance, housing and shelter assistance, law enforcement and prosecution, legal assistance, life skills, chaplaincy, and translation services. The SFJC will provide services to the residents of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford, and the unincorporated areas of Stanislaus County.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Ceres, Patterson, Newman, Oakdale, Waterford, Hughson and unincorporated areas of Stanislaus County

| | | | |
|------------------------------------|------------------------------|-------------------------|---------|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: | |
| HUD Matrix Code | CDBG Citation | CDBG | \$3,474 |
| 05G Battered and Abused Spouses | 570.201(e) | ESG | |
| Type of Recipient People (General) | CDBG National Objective LMC | HOME | |
| Start Date (mm/dd/yyyy) | Completion Date (mm/dd/yyyy) | HOPWA | |
| 07-01-11 | 06-30-12 | Total Formula | |
| Performance Indicator | Annual Units | Prior Year Funds | |
| Persons Served | 51 | Assisted Housing | |
| Local ID | Units Upon Completion | PHA | |
| | | Other Funding | |
| | | Total | |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2010-2011
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

Public Services – CDBG

Project Title

United Cerebral Palsy of Stanislaus County – Community Project for Safe Seniors (North County)

Description:

The project serves two populations, 1) elderly persons and 2) people with disabilities. A work crew consisting of three persons with disabilities (consumers) and one job coach will perform light maintenance work in the homes of elderly persons. Tasks will include cleaning potential blight concerns outside the homes of elderly persons. Other work performed will include changing light bulbs, testing smoke alarms and changing their batteries, clear walkways, identify potential safety hazards (loose rugs, tripping potentials, etc.), and light janitorial work such as vacuuming and cleaning windows. This project will serve elderly persons living in the central and north county (Ceres, Waterford, Hughson, Oakdale, and surrounding areas).

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Ceres, Oakdale, Waterford, Hughson and surrounding unincorporated areas of Stanislaus County

| | |
|---|--|
| Objective Number | Project ID (HUD Activity #): |
| HUD Matrix Code 05A Senior Services | CDBG Citation 570.201(e) |
| Type of Recipient People (General) | CDBG National Objective LMC |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 |
| Performance Indicator Persons Served | Annual Units 54 |
| Local ID | Units Upon Completion |

Funding Sources:

| | |
|------------------|----------|
| CDBG | \$10,000 |
| ESG | ..... |
| HOME | ..... |
| HOPWA | ..... |
| Total Formula | ..... |
| Prior Year Funds | ..... |
| Assisted Housing | ..... |
| PHA | ..... |
| Other Funding | ..... |
| Total | ..... |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2010-2011
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

Public Services – CDBG

Project Title

United Cerebral Palsy of Stanislaus County – Community Project for Safe Seniors (South County)

Description:

The project serves two populations, 1) elderly persons and 2) people with disabilities. A work crew consisting of three persons with disabilities (consumers) and one job coach will perform light maintenance work in the homes of elderly persons. Tasks will include cleaning potential blight concerns outside the homes of elderly persons. Other work performed will include changing light bulbs, testing smoke alarms and changing their batteries, clear walkways, identify potential safety hazards (loose rugs, tripping potentials, etc.), and light janitorial work such as vacuuming and cleaning windows. This project will serve elderly persons living in the central and north county (Patterson, Newman and Westley and surrounding areas).

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Patterson, Newman, Westley and surrounding unincorporated areas of Stanislaus County

| | |
|---|--|
| Objective Number | Project ID (HUD Activity #): |
| HUD Matrix Code 05A Senior Services | CDBG Citation 570.201(e) |
| Type of Recipient People (General) | CDBG National Objective LMC |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 |
| Performance Indicator Persons Served | Annual Units 62 |
| Local ID | Units Upon Completion |

Funding Sources:

| | |
|------------------|----------|
| CDBG | \$10,000 |
| ESG | ..... |
| HOME | ..... |
| HOPWA | ..... |
| Total Formula | ..... |
| Prior Year Funds | ..... |
| Assisted Housing | ..... |
| PHA | ..... |
| Other Funding | ..... |
| Total | ..... |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2010-2011
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

Public Services – CDBG

Project Title

United Samaritans Foundation – Daily Bread Mobile Lunch Program (Ceres/Keys)

Description:

This program serves nutritious lunch five days a week, 52 weeks a year to very low income, low income and homeless people residing in and near the communities of Ceres and Keys.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Keys, Ceres and unincorporated areas of Turlock

| | |
|---|--|
| Objective Number | Project ID (HUD Activity #): |
| HUD Matrix Code 05W Food Banks | CDBG Citation 570.201(e) |
| Type of Recipient People (General) | CDBG National Objective LMC |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 |
| Performance Indicator Persons Served | Annual Units 266 |
| Local ID | Units Upon Completion |

Funding Sources:

| | |
|------------------|----------|
| CDBG | \$14,000 |
| ESG | ..... |
| HOME | ..... |
| HOPWA | ..... |
| Total Formula | ..... |
| Prior Year Funds | ..... |
| Assisted Housing | ..... |
| PHA | ..... |
| Other Funding | ..... |
| Total | ..... |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2010-2011
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

Public Services – CDBG

Project Title

United Samaritans Foundation – Daily Bread Mobile Lunch Program (Hughson)

Description:

This program serves nutritious lunch five days a week, 52 weeks a year to very low income, low income and homeless people residing in and near the communities of Waterford, Empire and Hughson.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Waterford, Hughson, Empire and surrounding unincorporated areas of Stanislaus County.

| | |
|---|--|
| Objective Number | Project ID (HUD Activity #): |
| HUD Matrix Code 05W Food Banks | CDBG Citation 570.201(e) |
| Type of Recipient People (General) | CDBG National Objective LMC |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 |
| Performance Indicator Persons Served | Annual Units 225 |
| Local ID | Units Upon Completion |

Funding Sources:

| | |
|------------------|----------|
| CDBG | \$15,000 |
| ESG | ..... |
| HOME | ..... |
| HOPWA | ..... |
| Total Formula | ..... |
| Prior Year Funds | ..... |
| Assisted Housing | ..... |
| PHA | ..... |
| Other Funding | ..... |
| Total | ..... |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2010-2011
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

Public Services – CDBG

Project Title

Westside Food Pantry – Emergency Food Program

Description:

The Westside Food Pantry provides emergency food assistance for families out of work, single mothers unable to make ends meet, senior citizens stretching budgets to cover medical expenses and the terminally ill. The organization will also provide books to children under 13 who visit the pantry with their parents, as it has been proved to be as nourishing to the needy families as the groceries dispensed. The funds will be used for food purchases for the organization to distribute to the residents of the Westside communities and the City of Patterson.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Patterson, Newman and surrounding unincorporated areas such as Westley and Grayson

| | |
|---|--|
| Objective Number | Project ID (HUD Activity #): |
| HUD Matrix Code 05W Food Banks | CDBG Citation 570.201(e) |
| Type of Recipient People (General) | CDBG National Objective LMC |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 |
| Performance Indicator Persons Served | Annual Units 4659 |
| Local ID | Units Upon Completion |

Funding Sources:

| | |
|------------------|----------|
| CDBG | \$14,000 |
| ESG | ..... |
| HOME | ..... |
| HOPWA | ..... |
| Total Formula | ..... |
| Prior Year Funds | ..... |
| Assisted Housing | ..... |
| PHA | ..... |
| Other Funding | ..... |
| Total | ..... |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

**Table 3C
Annual Action Plan 2011-2012
Listing of Projects**

Jurisdiction's Name: Stanislaus County

Priority Need

N/A

Project Title

ESG Program Administration

Description

General administration activities related to assisting the homeless and those in jeopardy of becoming homeless through services provided by the various non-profit agencies.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

| | | |
|--|--|---|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: CDBG ESG \$8,057 HOME HOPWA Total Formula Prior Year Funds Assisted Housing PHA Other Funding Total |
| HUD Matrix Code 21A General Prgm Adm. | CDBG Citation 570.206 | |
| Type of Recipient N/A | CDBG National Objective N/A | |
| Start Date (mm/dd/yyyy) 07-01-10 | Completion Date (mm/dd/yyyy) 06-30-11 | |
| Performance Indicator N/A | Annual Units N/A | |
| Local ID | Units Upon Completion | |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2011-2012
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

Public Services – ESG

Project Title

Children's Crisis Center – Marsha's House Shelter Program

Description

This project will provide necessary shelter opportunities and specialized care for an impoverished population of high risk infants and toddlers living in Newman, Crowslanding, Ceres, Patterson, Waterford, Salida, and the unincorporated areas of Modesto. Each infant and toddler's physical, emotional, therapeutic, and nutritional needs will be attended by qualified, caring staff, trained in early childhood development, crisis management and emergency intervention. Case Management staff will guide families with the supportive services of crisis counseling, resource identification, referral services, and parent education. This integration of services will protect children from unstable or violent living conditions and afford high risk parents opportunities to address the family circumstances responsible for creating homelessness.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Ceres, Patterson, Waterford, Salida, Newman and the surrounding unincorporated areas of Modesto.

| | | |
|---|--|--|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: CDBG ESG \$24,220 HOME HOPWA Total Formula Prior Year Funds Assisted Housing PHA Other Funding Total |
| HUD Matrix Code 05N Abused & Neglected Children | ESG Citation 576.21 | |
| Type of Recipient People (General) | CDBG National Objective LMC | |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 | |
| Performance Indicator Persons Served | Annual Units 75 | |
| Local ID | Units Upon Completion | |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS
Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2011-2012
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

Public Services – ESG

Project Title

Community Housing & Shelter Services – Homeless Prevention

Description:

The purpose of the program will be to address the specific needs of the homeless as well as households that are at risk of losing their permanent housing and becoming homeless. The program will provide eligible consortium residents housing counseling, rental assistance with move-in rent or rent to avoid eviction and short-term emergency shelter.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Ceres, Patterson, Newman, Oakdale, Waterford and unincorporated areas of Stanislaus County

| | | |
|--|--|--|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: CDBG ESG \$40,563 HOME HOPWA Total Formula Prior Year Funds Assisted Housing PHA Other Funding Total |
| HUD Matrix Code 05S Rental Housing Subsidies | ESG Citation 576.21 | |
| Type of Recipient People (General) | CDBG National Objective LMC | |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 | |
| Performance Indicator Persons Served | Annual Units 154 | |
| Local ID | Units Upon Completion | |
| | | |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2011-2012
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

Public Services – ESG

Project Title

Family Promise – Shelter Services for Homeless Families

Description

Family Promise of Greater Modesto provides shelter to families who are homeless. We provide families with a safe environment to remain together with their families, food, overnight accommodations, a Day Center to operate from, including showers and laundry facilities, phone and internet access and transportation from the Day Center to the shelter. This project will support 26 families, up to 100 individuals in the year to empower them to move out of homelessness into permanent housing. We will provide Life Skills training once a week in group meetings and daily intensive case management to assist them in moving out of homelessness.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area: Ceres, Hughson, Oakdale, Patterson, Waterford, Newman and the surrounding unincorporated areas of Modesto.

| | | |
|---|--|--|
| Objective Number | Project ID (HUD Activity #): | Funding Sources: CDBG ESG \$18,900 HOME HOPWA Total Formula Prior Year Funds Assisted Housing PHA Other Funding Total |
| HUD Matrix Code 03T Operating Costs of Homeless/AIDS Program | ESG Citation 576.21 | |
| Type of Recipient People (General) | CDBG National Objective LMC | |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 | |
| Performance Indicator Persons Served | Annual Units 80 | |
| Local ID | Units Upon Completion | |

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

Table 3C
Annual Action Plan 2010-2011
Listing of Projects

Jurisdiction's Name: Stanislaus County

Priority Need

Public Services – ESG

Project Title

We Care of Turlock – Emergency Cold Weather Shelter

Description:

The purpose of the We Care Cold Weather Temporary Shelter is to serve a segment of the homeless population that would otherwise not be eligible for assistance from any social service organization. It is a program designed to shelter homeless individuals during the worst part of the winter.

Objective category: Suitable Living Environment Decent Housing Economic Opportunity
Outcome category: Availability/Accessibility Affordability Sustainability

Location/Target Area

Ceres, Hughson, Oakdale, Patterson, Newman, Waterford and the unincorporated areas of Stanislaus County.

| | |
|---|--|
| Objective Number | Project ID (HUD Activity #): |
| HUD Matrix Code 03T Operating Costs for Homeless Program | ESG Citation 576.21 |
| Type of Recipient People (General) | CDBG National Objective N/A |
| Start Date (mm/dd/yyyy) 07-01-11 | Completion Date (mm/dd/yyyy) 06-30-12 |
| Performance Indicator Persons Served | Annual Units 138 |
| Local ID | Units Upon Completion |

Funding Sources:

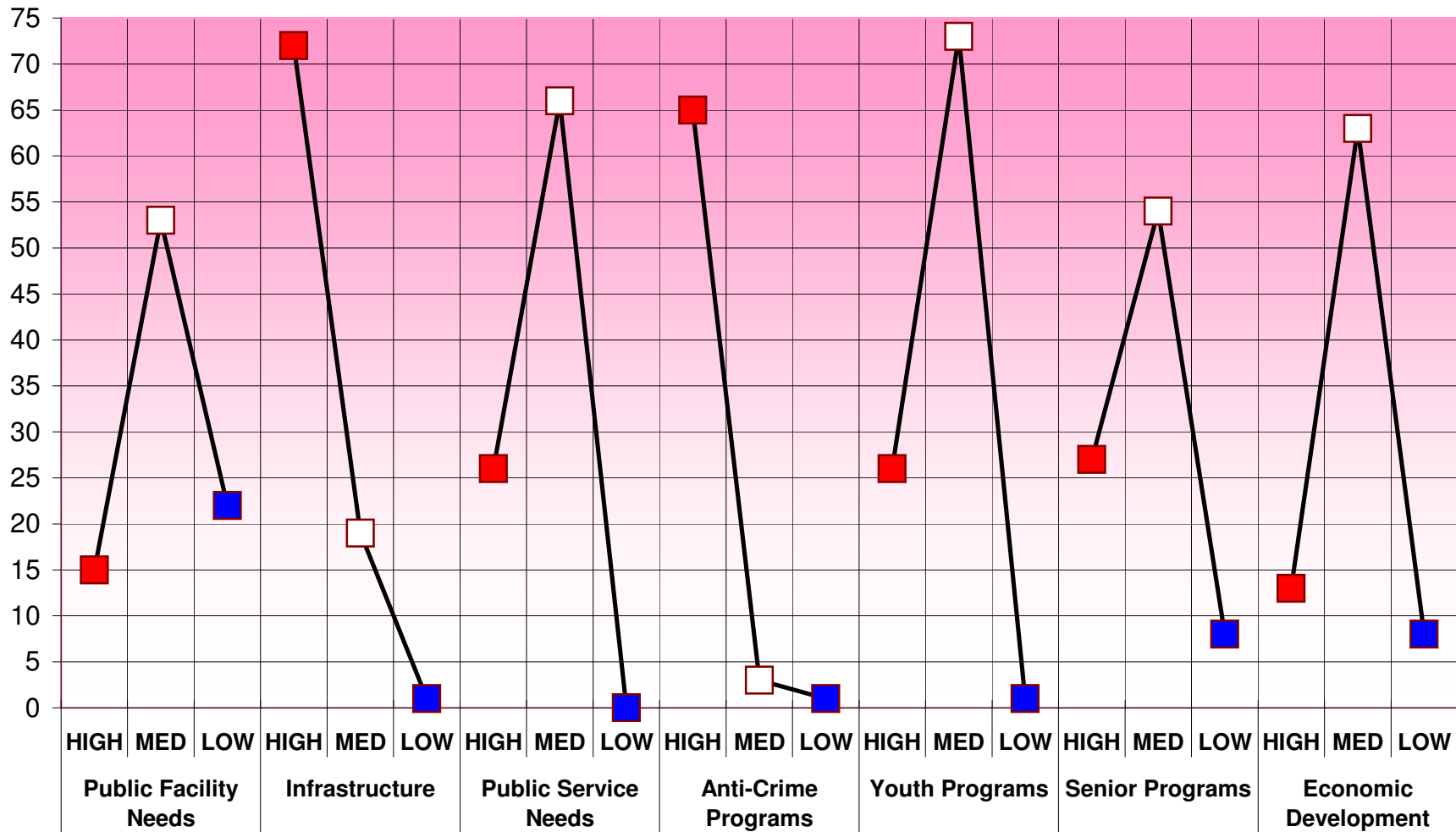
CDBG
ESG \$17,724
HOME
HOPWA
Total Formula
Prior Year Funds
Assisted Housing
PHA
Other Funding
Total

The primary purpose of the project is to help: Low/Moderate Income Households/Individuals the Homeless Persons with HIV/AIDS Persons with Disabilities Public Housing Needs

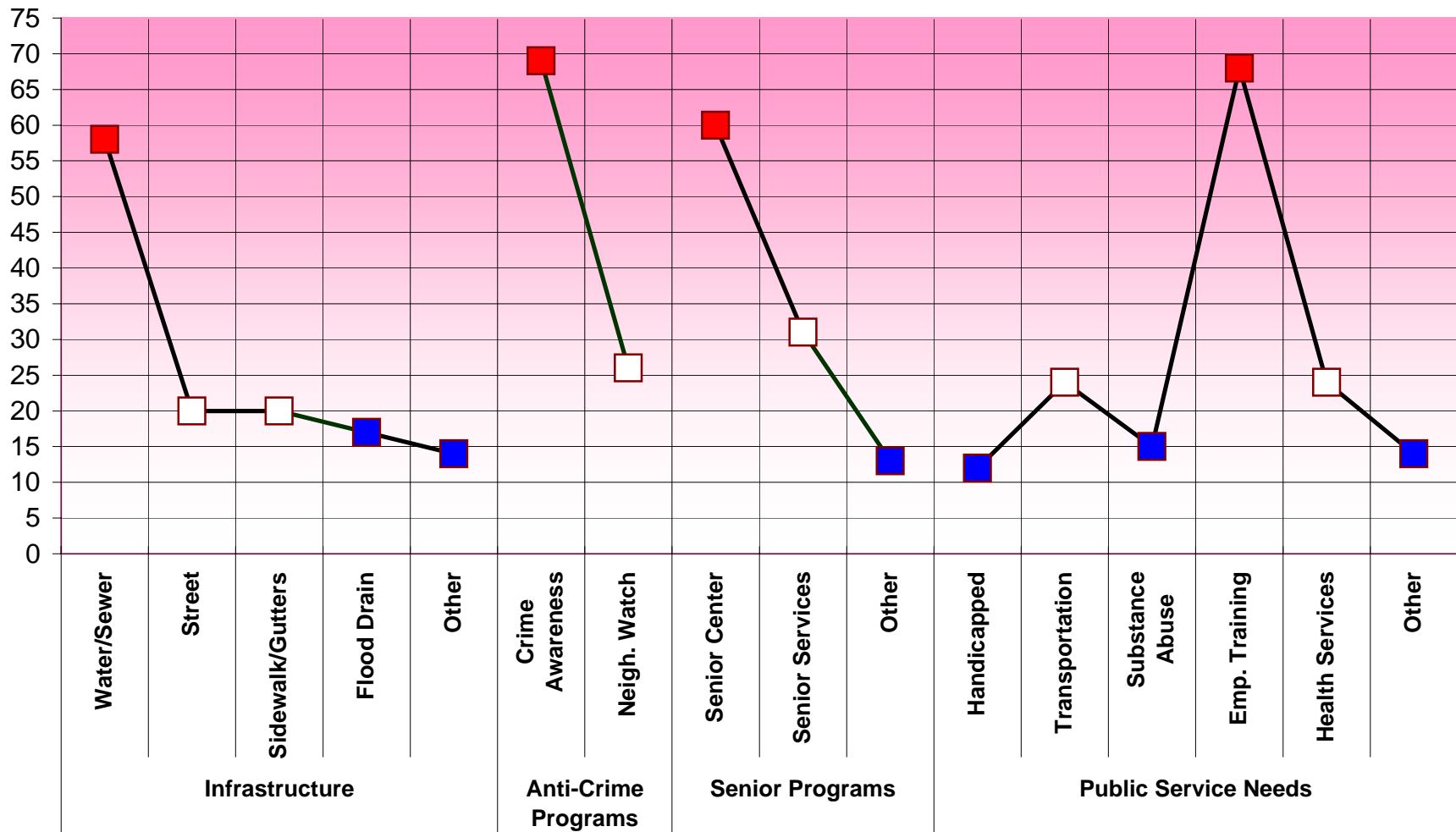
Appendix C –

| | |
|----------|--|
| Table 1 | CDBG Urban County Consolidated Plan Priorities 2007-2011 |
| Table 1A | CDBG Urban County Consolidated Plan Top Priorities 2007-2011 |
| Table 2 | Continuum of Care Gaps Analysis |
| Table 2A | Priority Housing Needs |
| Table 2B | Community Needs |
| Table 2C | Special Needs/Non-Homeless (2007,2008,2009,2010,2011) |
| Table 3 | Inventory of Facilities and Services for the Homeless |

Table 1
CDBG Urban County Consolidated Plan Priorities 2007-2011



**Table 1A
CDBG Urban County Consolidated Plan Top Priorities 2007-2011**



Continuum of Care: Gaps Analysis - Individuals

| Beds/Units | Estimated Needs | Current Inventory | Unmet Need/ Gap | Relative Priority |
|----------------------|-----------------|-------------------|-----------------|-------------------|
| Emergency Shelter | 450 | 214 | 236 | High |
| Transitional Housing | 1,167 | 416 | 751 | High |
| Permanent Housing | 983 | 140 | 843 | High |
| Total | 2,600 | 770 | 1,830 | |

| Estimated Supportive Services Slots | Estimated Needs | Current Inventory | Unmet Need/ Gap | Relative Priority |
|-------------------------------------|-----------------|-------------------|-----------------|-------------------|
| Job Training | 1,917 | 750 | 1,167 | High |
| Case Management | 1,000 | 400 | 600 | High |
| Substance Abuse Treatment | 1,538 | 400 | 1,138 | High |
| Mental Health Care | 900 | 400 | 500 | High |
| Housing Placement | 1,167 | 400 | 767 | High |
| Life Skills Training | 400 | 200 | 200 | Med |

| Estimated Sub-Populations | Estimated Needs | Current Inventory | Unmet Need/ Gap | Relative Priority |
|------------------------------|-----------------|-------------------|-----------------|-------------------|
| Chronic Substance Abusers | 661 | 0 | 661 | |
| Seriously Mentally Ill | 500 | 0 | 500 | |
| Dually-Diagnosed | 661 | 0 | 661 | |
| Veterans | 257 | 0 | 257 | |
| Persons with HIV/AIDS | 46 | 0 | 46 | |
| Victims of Domestic Violence | 448 | 0 | 448 | |
| Youth | 200 | 0 | 200 | |

TABLE 2

Continuum of Care: Gaps Analysis - Persons in Families with Children

| Beds/Units | | | | |
|-------------------------------------|-----------------|-------------------|-----------------|-------------------|
| | Estimated Needs | Current Inventory | Unmet Need/ Gap | Relative Priority |
| Emergency Shelter | 2,282 | 560 | 1,722 | High |
| Transitional Housing | 789 | 72 | 717 | High |
| Permanent Housing | 1,346 | 250 | 1,096 | High |
| Total | 4,417 | 882 | 3,535 | |
| Estimated Supportive Services Slots | | | | |
| Job Training | 1,825 | 600 | 1,225 | High |
| Case Management | 913 | 498 | 415 | High |
| Child Care | 0 | 0 | 0 | |
| Substance Abuse Treatment | 1,346 | 400 | 946 | High |
| Mental Health Care | 684 | 500 | 184 | Low |
| Housing Placement | 2,053 | 1,000 | 1,053 | High |
| Life Skills Training | 0 | 0 | 0 | |
| Other Categories | | | | |
| Transportation | 1,826 | 1,000 | 826 | High |
| Estimated Sub-Populations | | | | |
| Chronic Substance Abusers | 1,346 | 0 | 1,346 | |
| Seriously Mentally Ill | 530 | 0 | 530 | |
| Dually-Diagnosed | 530 | 0 | 530 | |
| Veterans | 114 | 0 | 114 | |
| Persons with HIV/AIDS | 130 | 0 | 130 | |
| Victims of Domestic Violence | 913 | 0 | 913 | |

Housing Needs

| Renter | | Need Level | Units | Estimated \$ |
|---------------|-----------------|------------|-------|--------------|
| Small Related | 0 - 30% of MFI | High | 89 | \$5,340,000 |
| | 31 - 50% of MFI | High | 54 | \$3,240,000 |
| | 51 - 80% of MFI | Low | 25 | \$1,500,000 |
| Large Related | 0 - 30% of MFI | High | 31 | \$3,255,000 |
| | 31 - 50% of MFI | High | 32 | \$3,360,000 |
| | 51 - 80% of MFI | Low | 11 | \$1,155,000 |
| Elderly | 0 - 30% of MFI | High | 18 | \$1,080,000 |
| | 31 - 50% of MFI | High | 24 | \$1,440,000 |
| | 51 - 80% of MFI | Low | 6 | \$360,000 |
| All Other | 0 - 30% of MFI | High | 19 | \$1,710,000 |
| | 31 - 50% of MFI | High | 16 | \$1,440,000 |
| | 51 - 80% of MFI | Med | 7 | \$630,000 |
| Owner | | | | |
| | 0 - 30% of MFI | High | 70 | \$5,950,000 |
| | 31 - 50% of MFI | High | 68 | \$5,780,000 |
| | 51 - 80% of MFI | Med | 81 | \$6,885,000 |

Community Needs

| Anti-Crime Programs | | | |
|-----------------------|------------|-------|--------------|
| | Need Level | Units | Estimated \$ |
| Overall | — | 0 | \$0 |
| Sub-Categories | | | |
| Crime Awareness (05I) | — | 0 | \$0 |

| Economic Development | | | |
|---|------------|-------|--------------|
| | Need Level | Units | Estimated \$ |
| Overall | High | 12 | \$3,000,000 |
| Sub-Categories | | | |
| Rehab; Publicly or Privately-Owned Commer (14E) | — | 0 | \$0 |
| CI Land Acquisition/Disposition (17A) | — | 0 | \$0 |
| CI Infrastructure Development (17B) | High | 2 | \$2,000,000 |
| CI Building Acquisition, Construction, Re (17C) | — | 0 | \$0 |
| Other Commercial/Industrial Improvements (17D) | — | 0 | \$0 |
| ED Direct Financial Assistance to For-Pro (18A) | — | 0 | \$0 |
| ED Technical Assistance (18B) | — | 0 | \$0 |
| Micro-Enterprise Assistance (18C) | Low | 10 | \$1,000,000 |

| Infrastructure | | | |
|--|------------|-------|--------------|
| | Need Level | Units | Estimated \$ |
| Overall | — | 9,150 | \$14,525,000 |
| Sub-Categories | | | |
| Flood Drain Improvements (03I) | High | 500 | \$6,875,000 |
| Water/Sewer Improvements (03J) | High | 525 | \$2,625,000 |
| Street Improvements (03K) | High | 3,875 | \$2,900,000 |
| Sidewalks (03L) | High | 4,250 | \$2,125,000 |
| Tree Planting (03N) | None | 0 | \$0 |
| Removal of Architectural Barriers (10) | None | 0 | \$0 |
| Privately Owned Utilities (11) | None | 0 | \$0 |

| Planning & Administration | | | |
|---------------------------|------------|-------|--------------|
| | Need Level | Units | Estimated \$ |
| Overall | — | 0 | \$0 |
| Sub-Categories | | | |

TABLE 2B

Community Needs (Page 2)

| Public Facilities | | | |
|--|------------|-------|--------------|
| | Need Level | Units | Estimated \$ |
| Overall | Med | 4 | \$13,500,000 |
| Sub-Categories | | | |
| Public Facilities and Improvements (Gener (03) | -- | 0 | \$) |
| Handicapped Centers (03B) | None | 0 | \$) |
| Neighborhood Facilities (03E) | Med | 2 | \$5,000,000 |
| Parks, Recreational Facilities (03F) | Med | 1 | \$1,000,000 |
| Parking Facilities (03G) | None | 0 | \$) |
| Solid Waste Disposal Improvements (03H) | None | 0 | \$) |
| Fire Stations/Equipment (03O) | None | 0 | \$) |
| Health Facilities (03P) | Med | 1 | \$7,500,000 |
| Asbestos Removal (03R) | None | 0 | \$) |
| Clean-up of Contaminated Sites (04A) | None | 0 | \$) |
| Interim Assistance (06) | None | 0 | \$) |
| Non-Residential Historic Preservation (16B) | None | 0 | \$) |

| Public Services | | | |
|---|------------|-------|--------------|
| | Need Level | Units | Estimated \$ |
| Overall | -- | -- | \$3,560,000 |
| Sub-Categories | | | |
| Public Services (General) (05) | High | -- | \$1,500,000 |
| Handicapped Services (05B) | High | 10 | \$200,000 |
| Legal Services (05C) | -- | 0 | \$) |
| Transportation Services (05E) | Med | 7 | \$140,000 |
| Substance Abuse Services (05F) | Med | 2 | \$40,000 |
| Employment Training (05H) | High | 4 | \$1,500,000 |
| Health Services (05M) | Med | 3 | \$60,000 |
| Mental Health Services (05O) | High | 4 | \$80,000 |
| Screening for Lead-Based Paint/Lead Hazar (05P) | Low | 2 | \$40,000 |

| Senior Programs | | | |
|-----------------------|------------|-------|--------------|
| | Need Level | Units | Estimated \$ |
| Overall | Low | 6 | \$1,100,000 |
| Sub-Categories | | | |
| Senior Centers (03A) | Low | 1 | \$1,000,000 |
| Senior Services (05A) | Med | 5 | \$100,000 |

Community Needs (Page 3)

| Youth Programs | | | |
|--|------------|-------|-------------|
| | Need Level | Units | Estimated |
| Overall | — | 17 | \$1,850,000 |
| Sub-Categories | | | |
| Youth Centers (03D) | High | 3 | \$500,000 |
| Child Care Centers (03M) | Med | 5 | \$500,000 |
| Abused and Neglected Children Facilities (03Q) | — | 0 | \$0 |
| Youth Services (05D) | High | 2 | \$500,000 |
| Child Care Services (05L) | Med | 2 | \$250,000 |
| Abused and Neglected Children (05N) | High | 5 | \$100,000 |

| Other | | | |
|---|------------|-------|--------------|
| | Need Level | Units | Estimated \$ |
| Overall | — | 4 | \$800,000 |
| Sub-Categories | | | |
| Urban Renewal Completion (07) | — | 0 | \$0 |
| CDBG Non-profit Organization Capacity Bul (19C) | Med | 4 | \$800,000 |
| CDBG Assistance to Institutes of Higher E (19D) | — | 0 | \$0 |
| Repayments of Section 108 Loan Principal (19F) | — | 0 | \$0 |
| Unprogrammed Funds (22) | — | 0 | \$0 |

Special Needs/Non-Homeless

| Sub-Populations | Priority Need | Estimated \$ |
|---|---------------|--------------------|
| Elderly | High | \$2,250,000 |
| Frail Elderly | Med | \$875,000 |
| Severe Mental Illness | High | \$1,000,000 |
| Developmentally Disabled | Med | \$625,000 |
| Physically Disabled | High | \$1,562,500 |
| Persons with Alcohol/Other Drug Addiction | High | \$1,250,000 |
| Persons with HIV/AIDS | Med | \$625,000 |
| | TOTAL | \$8,187,500 |

**Table 3
Inventory of Facilities and Services for the Homeless**

| Organization | Services Provided | Population Served | # of People Served | # of Beds/Units Available |
|--|-----------------------------|-----------------------------|---------------------------|----------------------------------|
| Bethany House | Temp. Shelter & Health Svcs | Pregnant Teens | 6-12 Teens per year | 6 beds |
| Central Valley Homeless Veterans Project | Temp. Shelter & Social Svcs | Veterans | 26 persons per mo. | 26 beds |
| Central Valley Opportunity Center | Outreach & Referrals | Adults & Families | 2-3 Families per mo. | Not Applicable |
| Community Housing & Shelter Services | Temp.Shelter & Social Svcs. | Adults & Families | 15 Households/ day | 90 beds |
| Daily Bread Ministries | Free Meals | Adults & Families | 800 People/ day | Not Applicable |
| Golden Valley Health Centers | Free Health & Medical Svcs | Adults & Families | Not Available | Not Applicable |
| Haven Women's Center | Temp Shelter & Outreach | Domestic Violence Victims | Avg. 300 people/year | 25 beds |
| Hutton House (Center for Human Services) | Temp Shelter for Youths | Runaway youth 13-17yrs old | 8 people per night | 8 beds |
| Inter-Faith Ministries-Redwood Family Ctr. | Transitional Housing | Women & Children | 70 people per year | 70 beds |
| Inter-Faith Ministries-Santa Fe Project | Transitional Housing | Families | 87 people per year | 87 beds |
| Laura's House (CHSS) | Transitional Housing | Substance Abusers(Women) | 15-20 women & Ch/yr | 20 housing units |
| Modesto Gospel Mission | Temp Food & Shelter | Single Adults w/ Children | 2,000 people per yr. | 225 beds |
| Nirvana | Treatment Program | Chronic Substance Abusers | 33+ per year | 66 beds |
| Pathways (Center for Human Services) | Transitional Housing | Youth | 12 youth per year | 12 beds |
| STANCO | Transitional Housing | Families | Avg. 5 families per yr | 5 housing units |
| Stanislaus County AIDS Project (SCAP) | Outreach | HIV/AIDS Patients | Not Available | Not Applicable |
| Stan Co. Dept. of Aging & Veteran's Services | Outreach & Social Svcs | Elderly & Veterans | Not Available | Not Applicable |
| Stanislaus Homeless Outreach Program | Outreach & assessments | Adults & Children | Not Available | Not Applicable |
| Children's Crisis Center-Turlock Location | Overnight Emergency Shelter | Children | 27 Children per Night | 27 beds |
| Children's Crisis Center-Guardian House | Overnight Emergency Shelter | Children | 22 Children per Night | 22 beds |
| Children's Crisis Center-Sawyer House | Overnight Emergency Shelter | Children | 20 Children per Night | 20 beds |
| Children's Crisis Center-Cricket House | Overnight Emergency Shelter | Adults & Children | 10 Children per Night | 10 beds |
| The Salvation army of Stanislaus County | Food, Clothing & Referrals | Adults, Children & Families | 250 people per day | Not Applicable |
| The Salvation Army-Emergency Shelter | Overnight Emergency Shelter | Adults | 45 people | 45 beds |
| United Samaritans Foundation (USF) | Temp Shelter & Social Svcs | Adults & Children | 800 people per day | Not Applicable |
| USF-We Care Program | Temp Shelter & Social Svcs | Adults | 30 people per night | 30 beds |
| United Way of Stanislaus County | Outreach & Social Svcs | Adults & Children | 500-800 people/day | Not Applicable |

Appendix D-

Maps: Urban County Cities

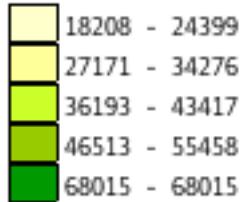
Ceres
Hughson
Newman
Oakdale
Patterson
Waterford

Maps: Stanislaus County CDBG Eligible Unincorporated Areas

Airport Neighborhood
Denair
Empire
Grayson
Hickman
Keyes
Monterey Park Tract
Robertson Road
Salida
South Modesto (Bret Harte/Shackelford)
Westley
West Modesto

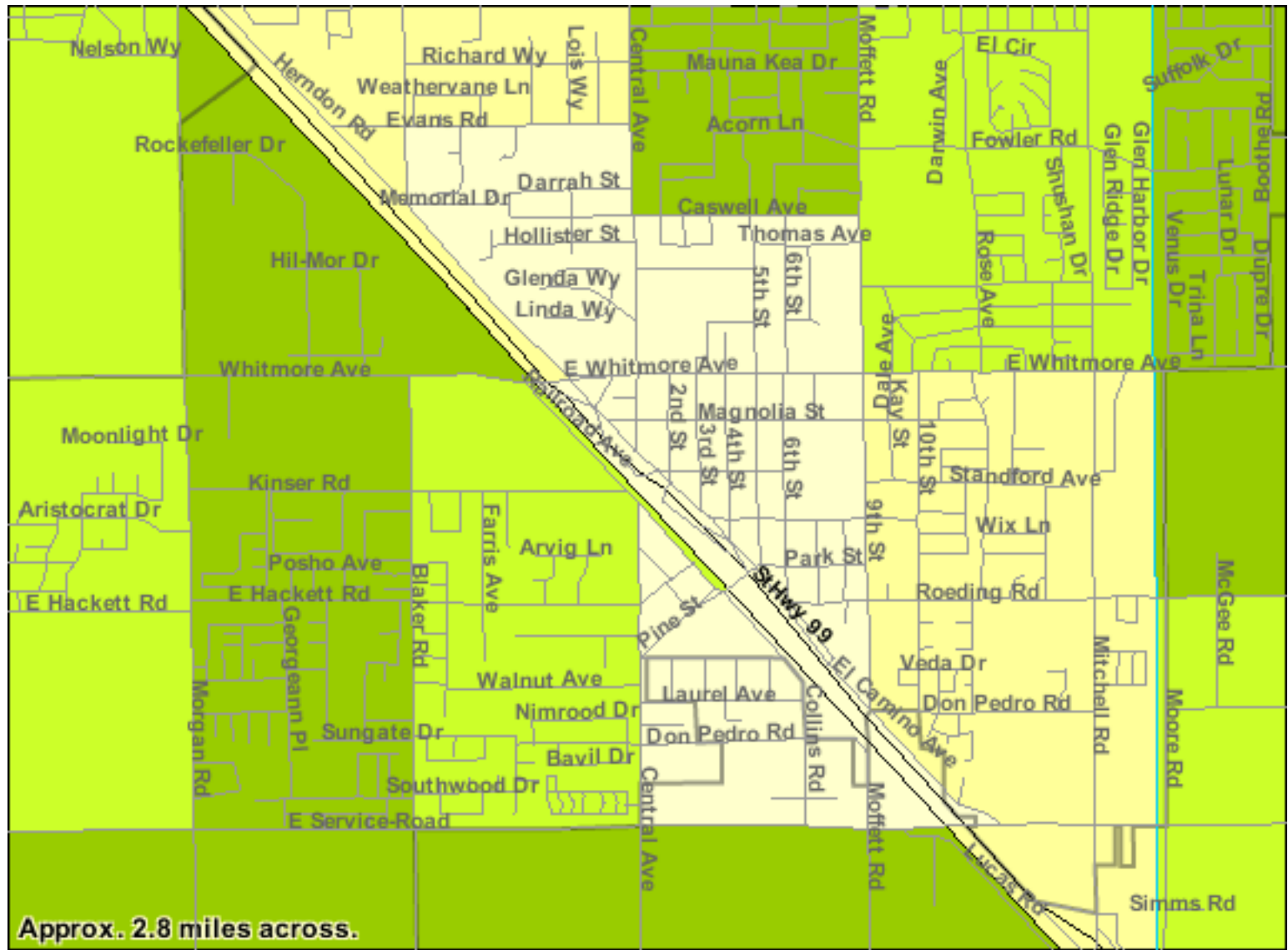
Data Classes

Dollars



Features

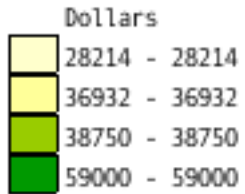
- Major Road
- Street
- Stream/Waterbody
- Stream/Waterbody



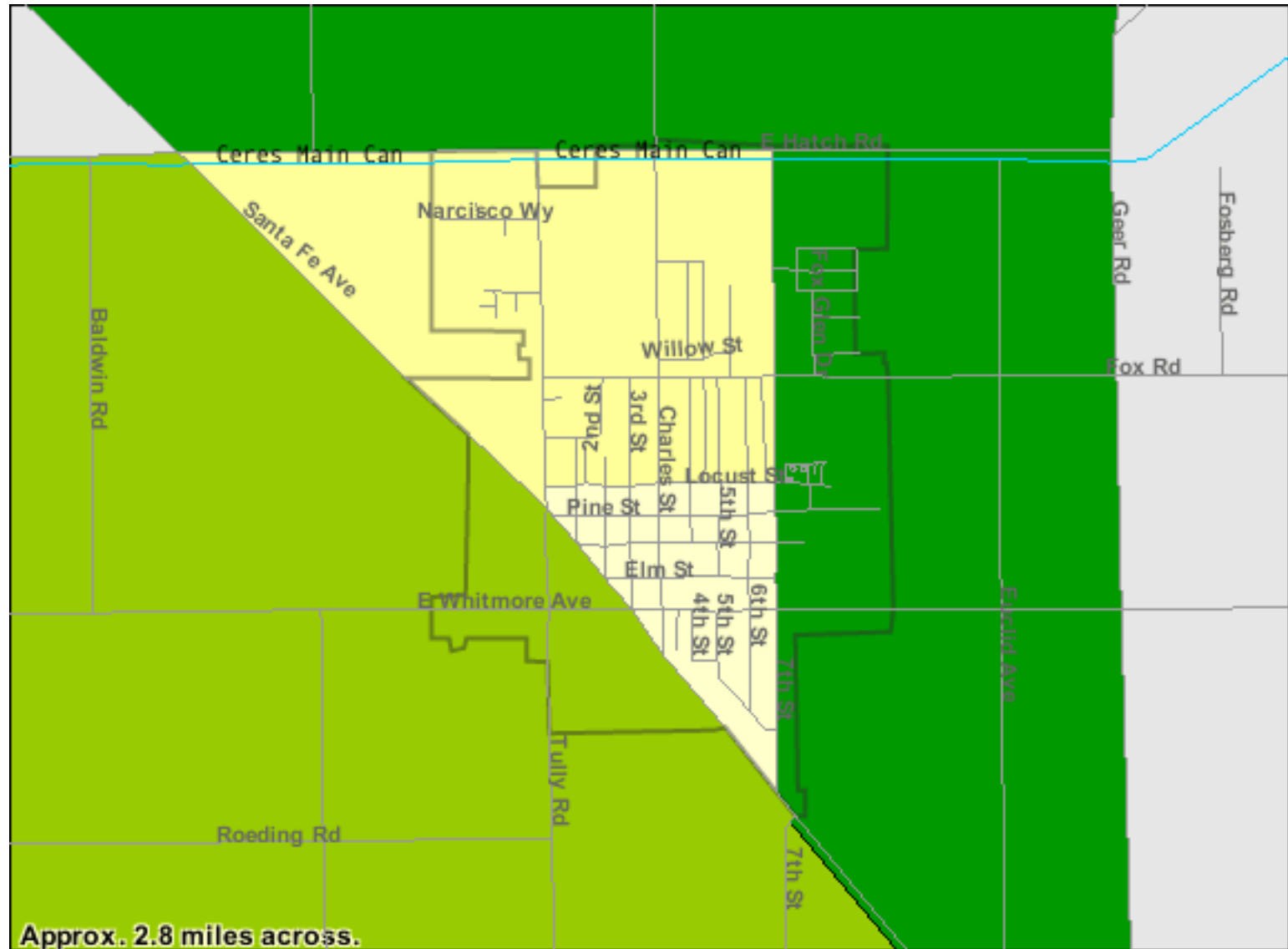
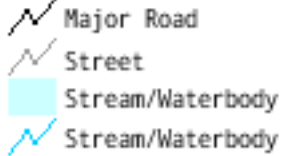
TM-P063. Median Household Income in 1999: 2000
 Universe: Households
 Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data
 Hughson city, California by Block Group

NOTE: Data based on a sample except in P3, P4, H3, and H4. For information on confidentiality protection, sampling error, nonsampling error, definitions, and count corrections see <http://factfinder.census.gov/home/en/datanotes/expsf3.htm>.

Data Classes

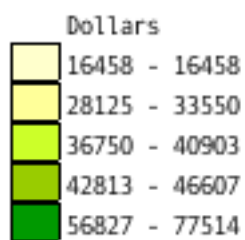


Features

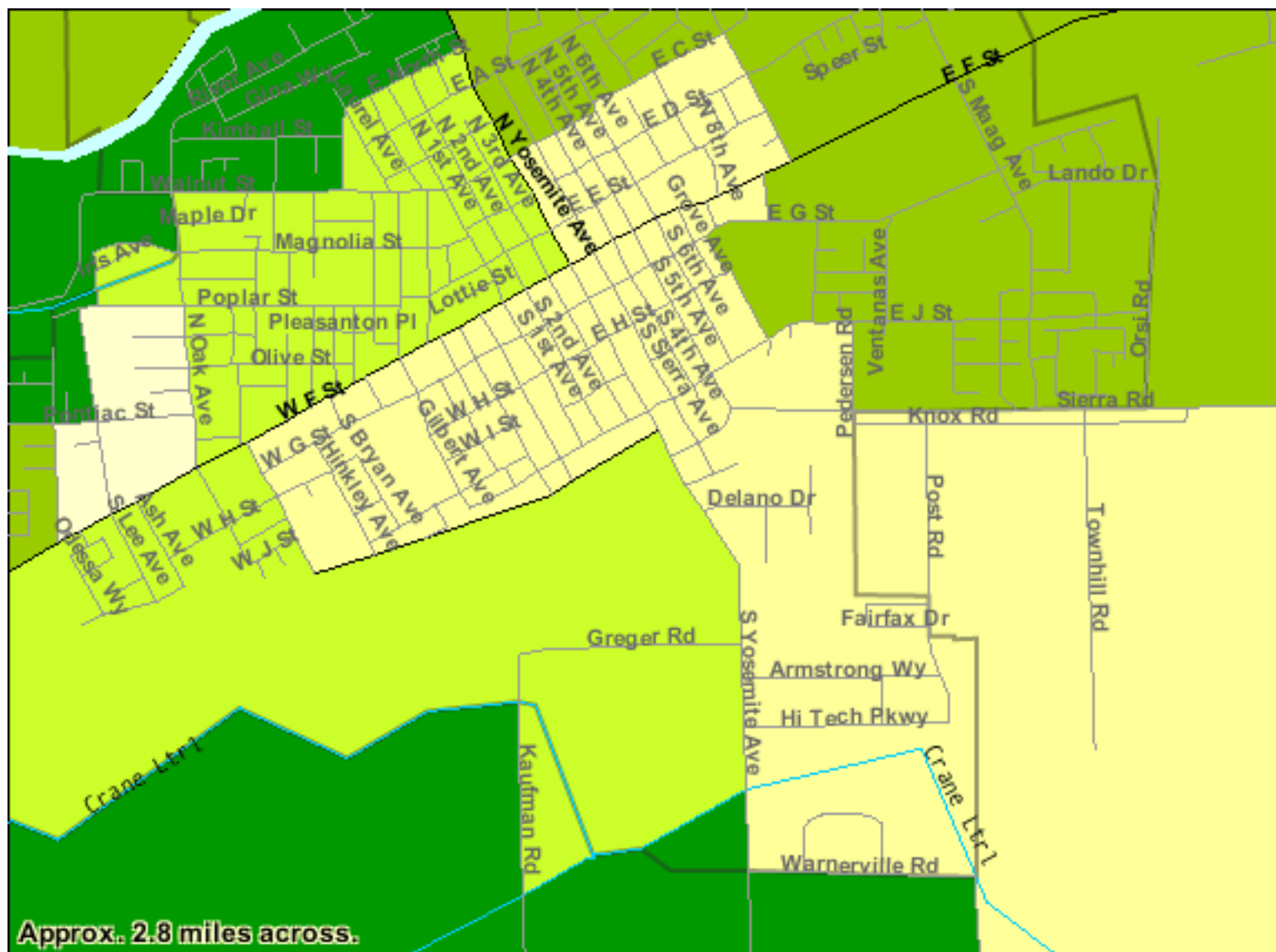
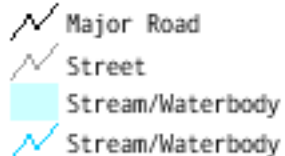


Source: U.S. Census Bureau, Census 2000 Summary File 3, Matrix P53.

Data Classes

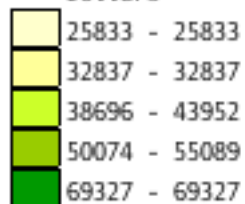


Features



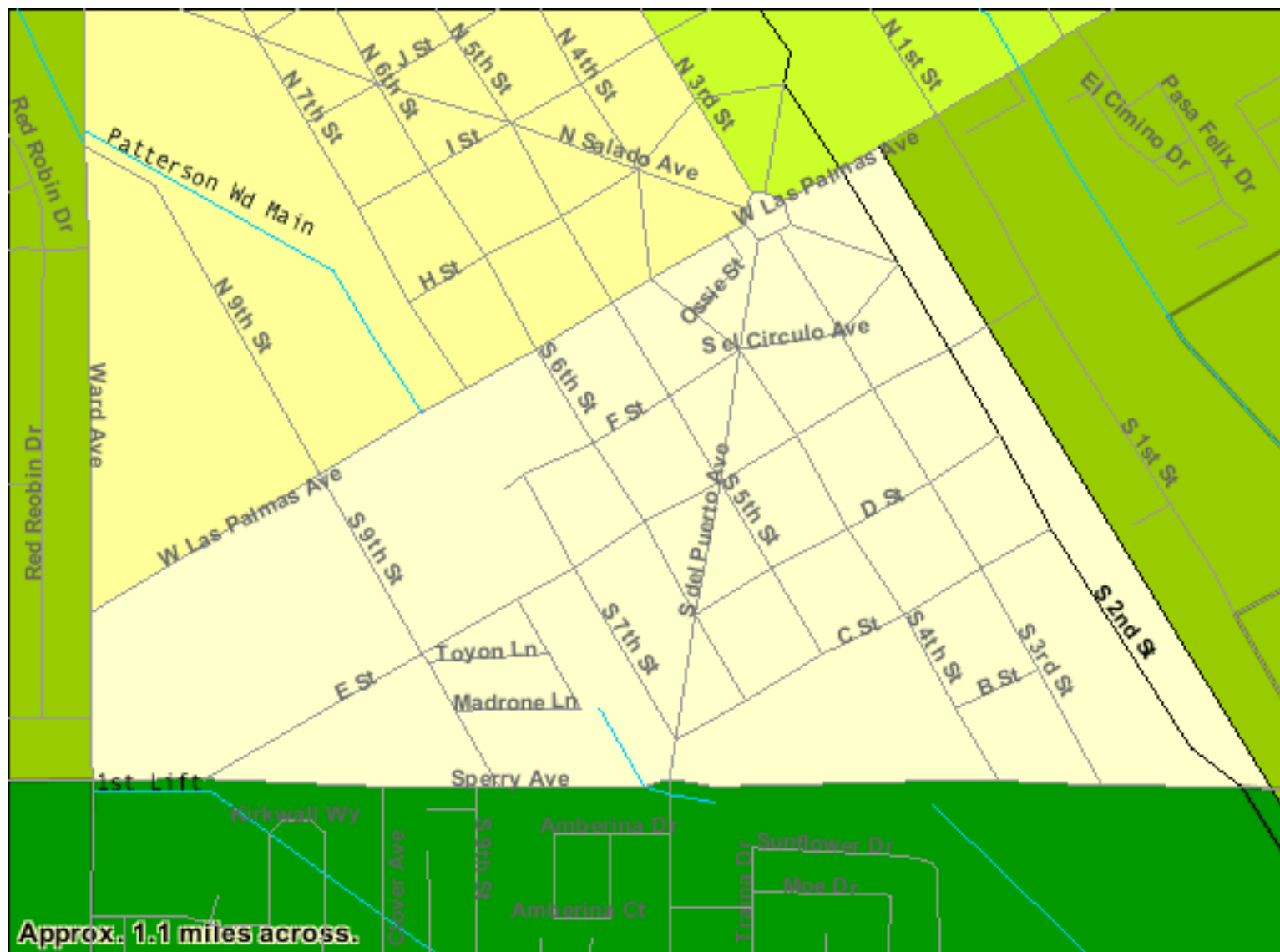
Data Classes

Dollars



Features

- Major Road
- Street
- Stream/Waterbody
- Stream/Waterbody



TM-P063. Median Household Income in 1999: 2000
 Universe: Households
 Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data
 Waterford city, California by Census Tract

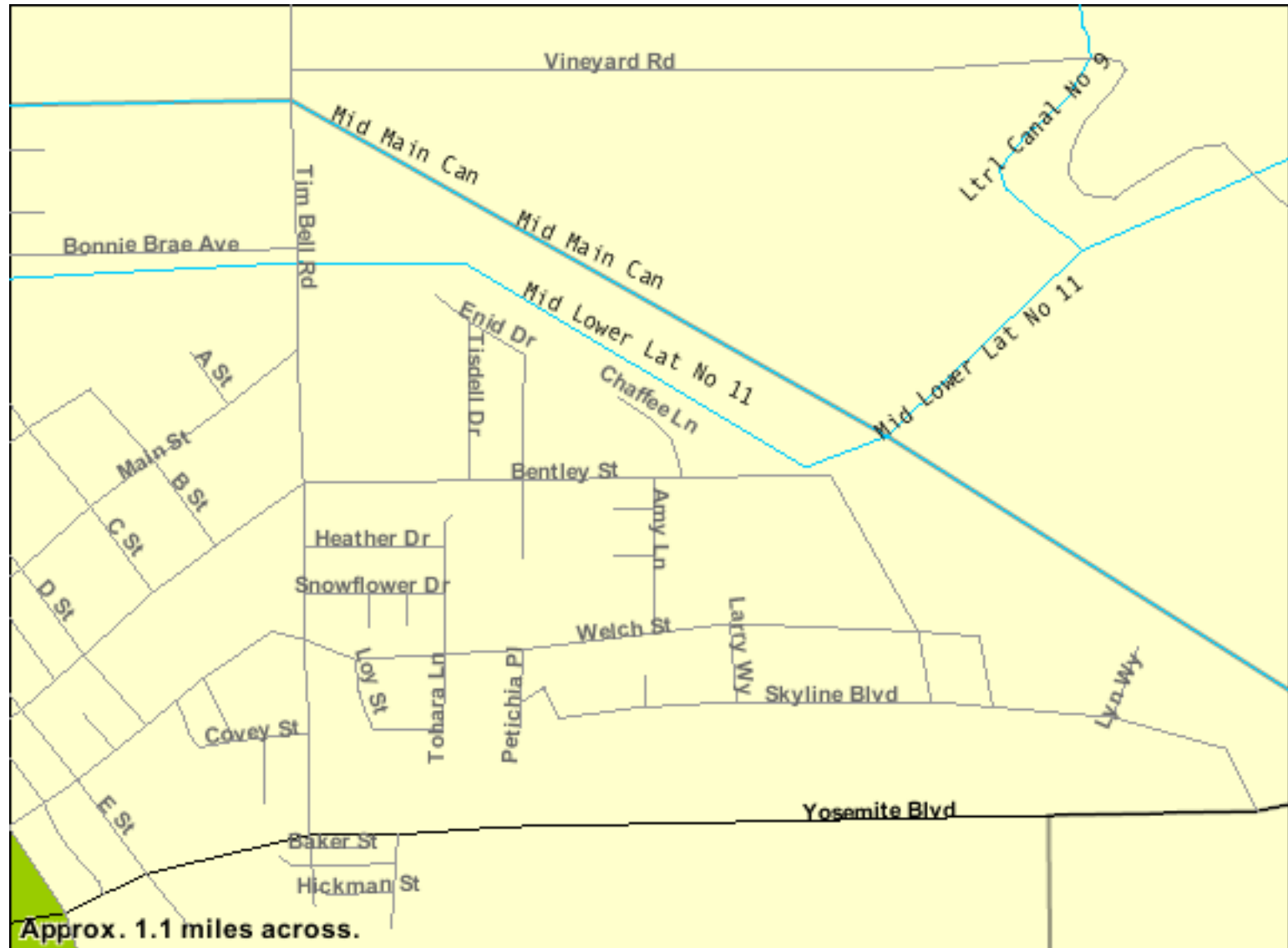
NOTE: Data based on a sample except in P3, P4, H3, and H4. For information on confidentiality protection, sampling error, nonsampling error, definitions, and count corrections see <http://factfinder.census.gov/home/en/datanotes/expsf3.htm>.

Data Classes

- Dollars
- 40067 - 40067
 - 42230 - 42230

Features

- Major Road
- Street
- Stream/Waterbody
- Stream/Waterbody

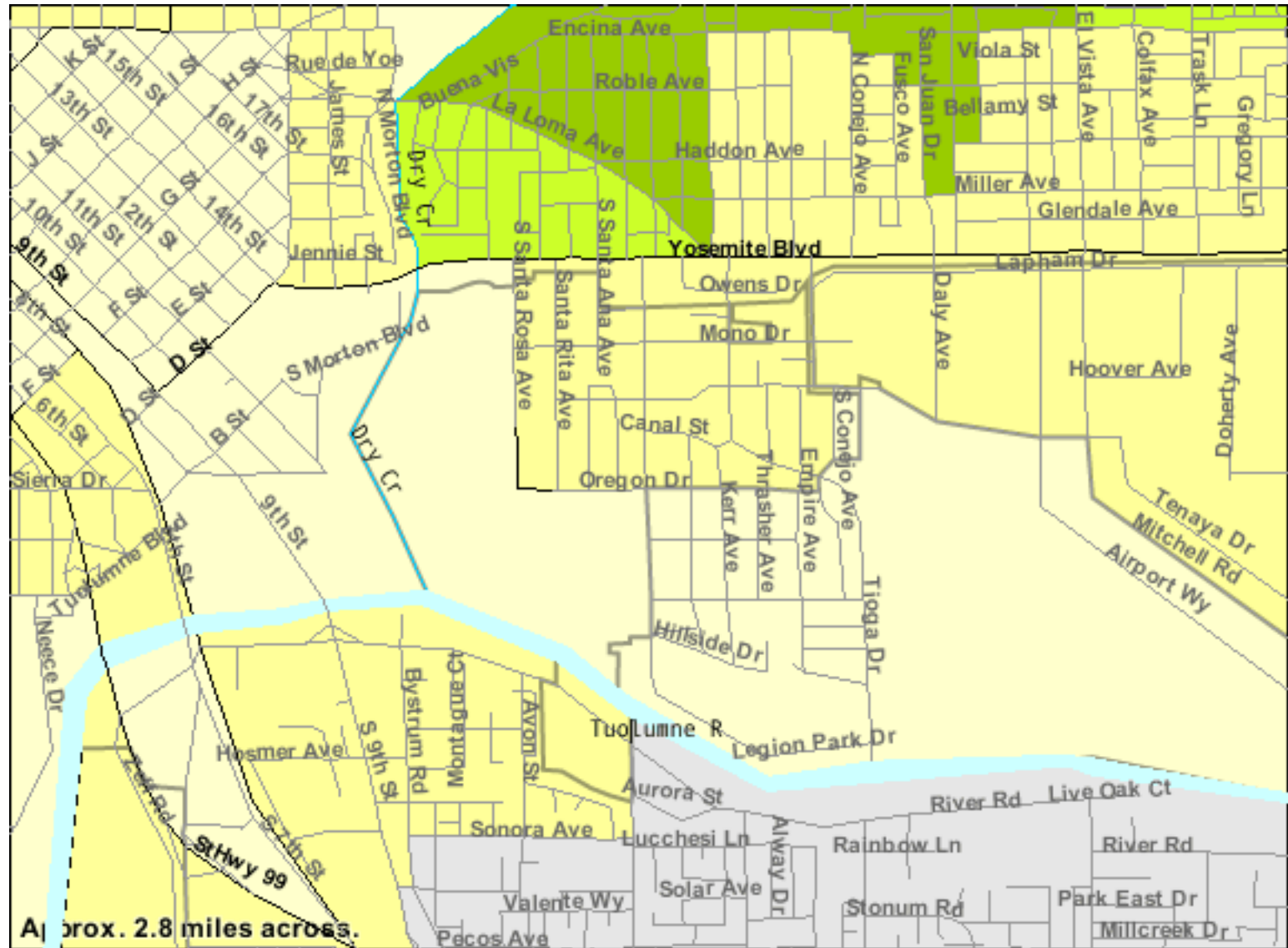


Source: U.S. Census Bureau, Census 2000 Summary File 3, Matrix P53.

TM-P063. Median Household Income in 1999: 2000
 Universe: Households
 Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data
 Modesto city, California by Block Group

NOTE: Data based on a sample except in P3, P4, H3, and H4. For information on confidentiality protection, sampling error, nonsampling error, definitions, and count corrections see <http://factfinder.census.gov/home/en/datanotes/expsf3.htm>.

Data Classes

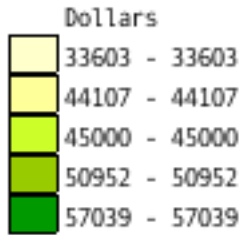


Source: U.S. Census Bureau, Census 2000 Summary File 3, Matrix P53.

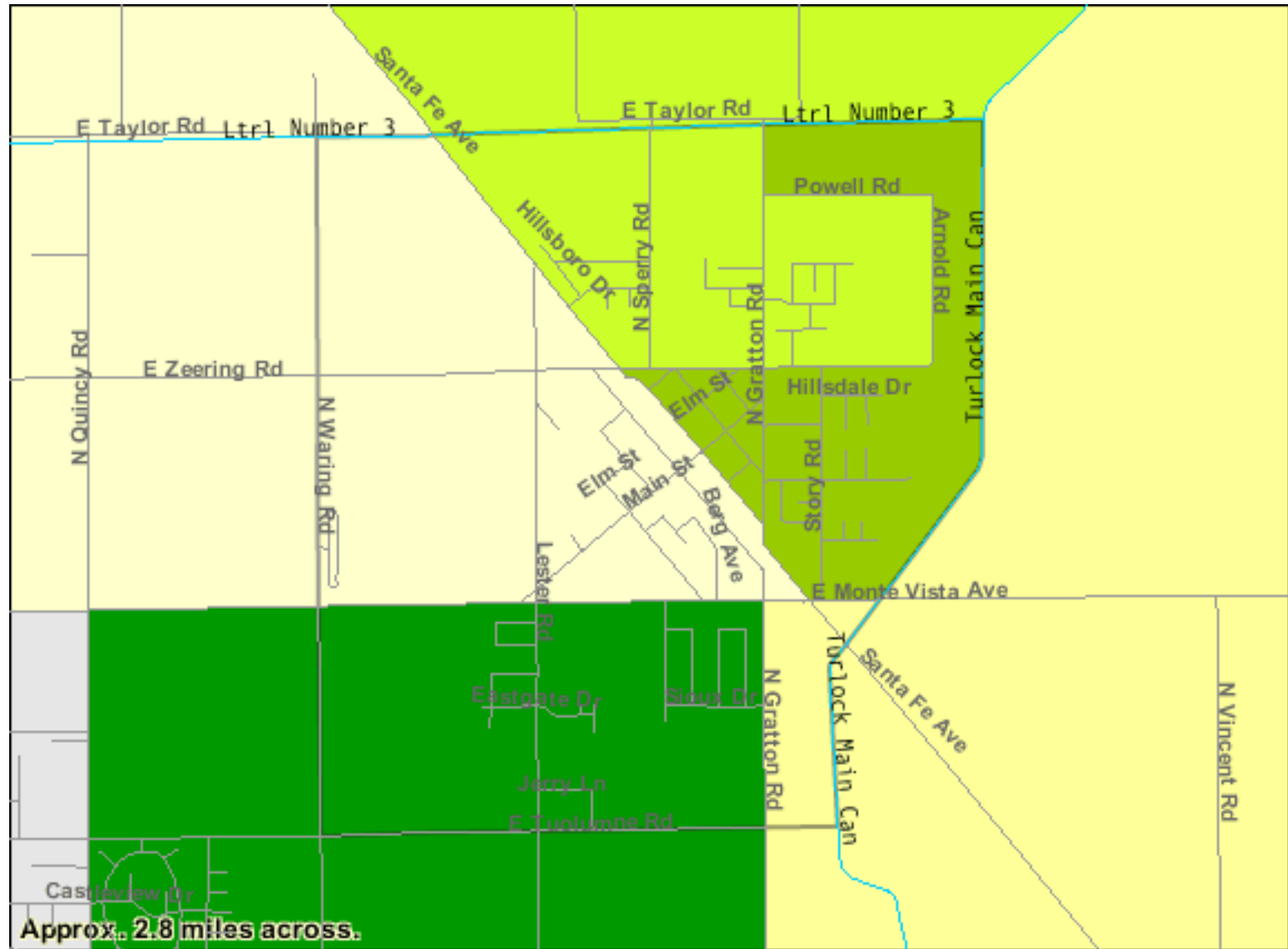
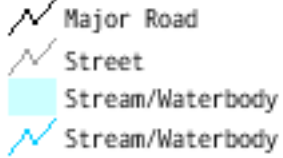
TM-P063. Median Household Income in 1999: 2000
 Universe: Households
 Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data
 Denair CDP, California by Block Group

NOTE: Data based on a sample except in P3, P4, H3, and H4. For information on confidentiality protection, sampling error, nonsampling error, definitions, and count corrections see <http://factfinder.census.gov/home/en/datanotes/expsf3.htm>.

Data Classes



Features

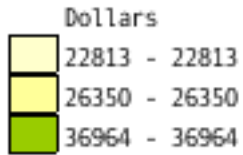


Source: U.S. Census Bureau, Census 2000 Summary File 3, Matrix P53.

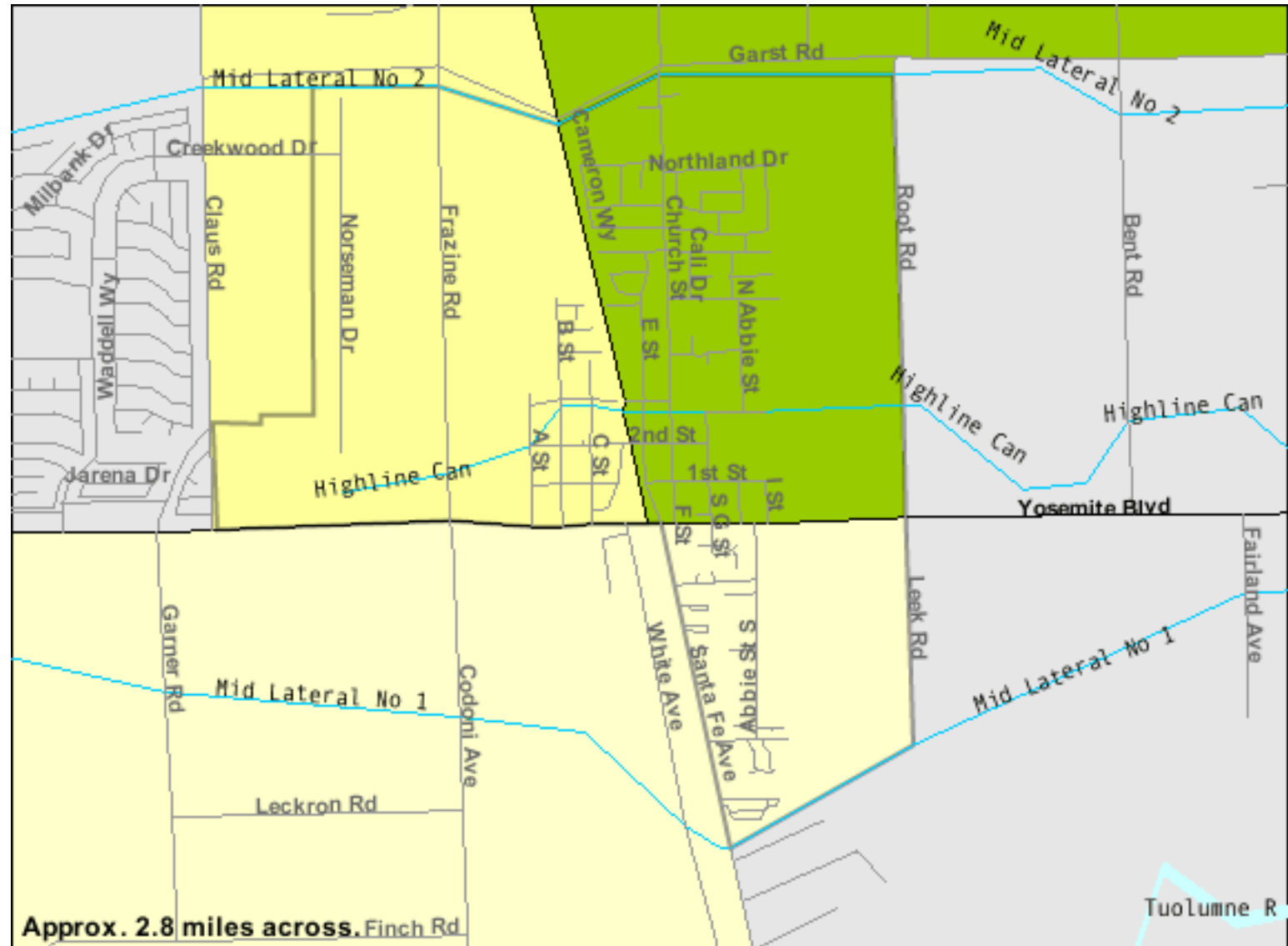
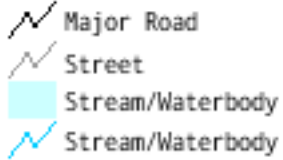
TM-P063. Median Household Income in 1999: 2000
 Universe: Households
 Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data
 Empire CDP, California by Block Group

NOTE: Data based on a sample except in P3, P4, H3, and H4. For information on confidentiality protection, sampling error, nonsampling error, definitions, and count corrections see <http://factfinder.census.gov/home/en/datanotes/expsf3.htm>.

Data Classes



Features



Source: U.S. Census Bureau, Census 2000 Summary File 3, Matrix P53.

TM-P063. Median Household Income in 1999: 2000
Universe: Households
Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data
Grayson CDP, California by Census Tract

NOTE: Data based on a sample except in P3, P4, H3, and H4. For information on confidentiality protection, sampling error, nonsampling error, definitions, and count corrections see <http://factfinder.census.gov/home/en/datanotes/expsf3.htm>.

Data Classes

Dollars
36250 - 36250

Features

- Major Road
- Street
- Stream/Waterbody
- Stream/Waterbody



Source: U.S. Census Bureau, Census 2000 Summary File 3, Matrix P53.

TM-P063. Median Household Income in 1999: 2000
 Universe: Households
 Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data
 Hickman CDP, California by Block Group

NOTE: Data based on a sample except in P3, P4, H3, and H4. For information on confidentiality protection, sampling error, nonsampling error, definitions, and count corrections see <http://factfinder.census.gov/home/en/datanotes/expsf3.htm>.

Data Classes

- Dollars
- 31339 - 31339
 - 50083 - 50083

Features

- Major Road
- Street
- Stream/Waterbody
- Stream/Waterbody



Source: U.S. Census Bureau, Census 2000 Summary File 3, Matrix P53.

TM-P063. Median Household Income in 1999: 2000
 Universe: Households
 Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data
 Keyes CDP, California by Block Group





NOTE: Data based on a sample except in P3, P4, H3, and H4. For information on confidentiality protection, sampling error, nonsampling error, definitions, and count corrections see <http://factfinder.census.gov/home/en/datanotes/expsf3.htm>.

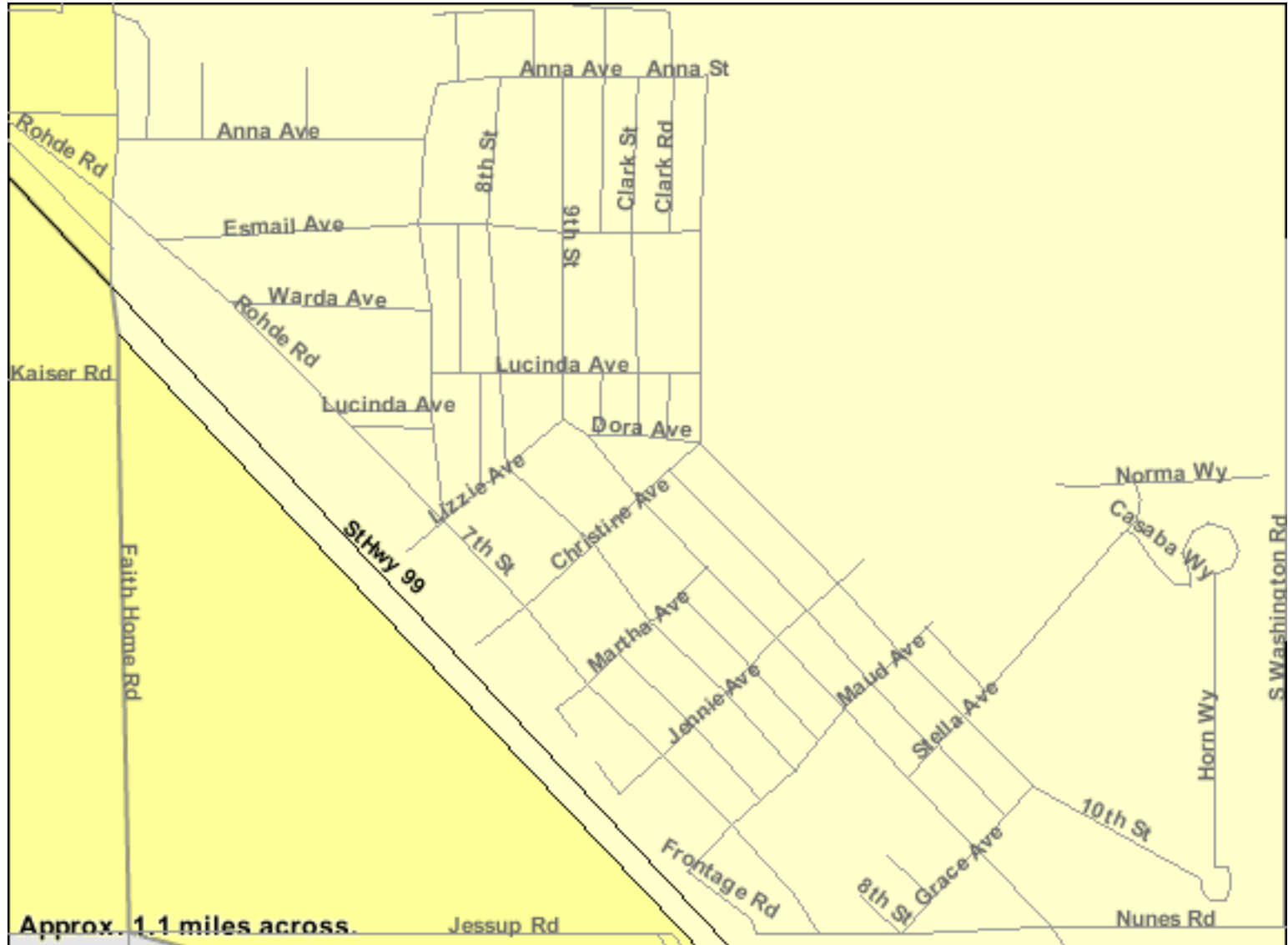
Data Classes

Dollars

| |
|---------------|
| 32278 - 32278 |
| 33194 - 33194 |
| 46528 - 46528 |

Features

-  Major Road
-  Street
-  Stream/Waterbody
-  Stream/Waterbody



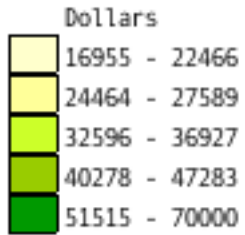
Approx. 1.1 miles across. Jessup Rd

Source: U.S. Census Bureau, Census 2000 Summary File 3, Matrix P53.

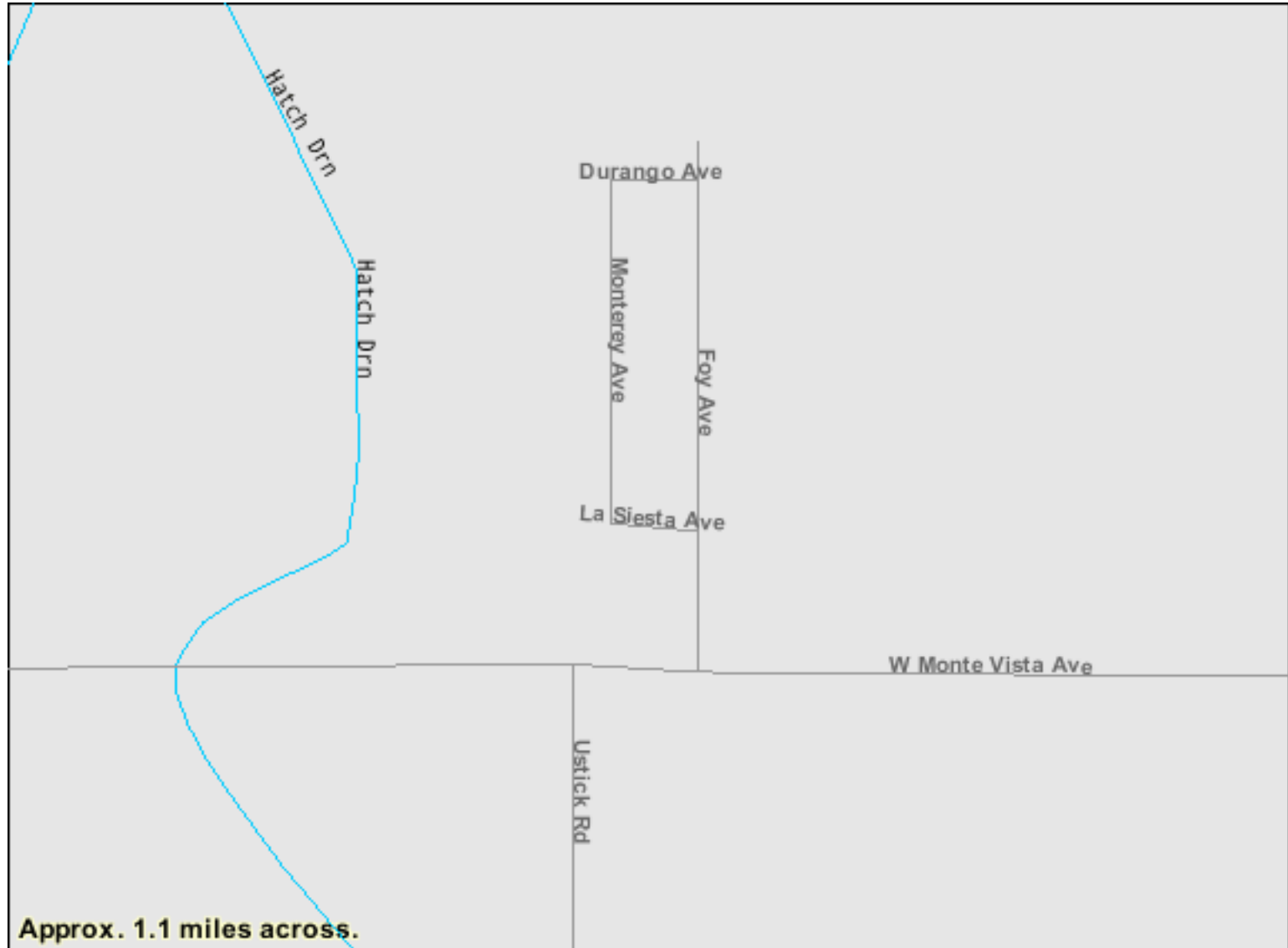
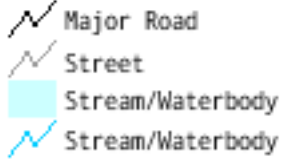
TM-P063. Median Household Income in 1999: 2000
 Universe: Households
 Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data
 Turlock city, California by Block Group

NOTE: Data based on a sample except in P3, P4, H3, and H4. For information on confidentiality protection, sampling error, nonsampling error, definitions, and count corrections see <http://factfinder.census.gov/home/en/datanotes/expsf3.htm>.

Data Classes



Features

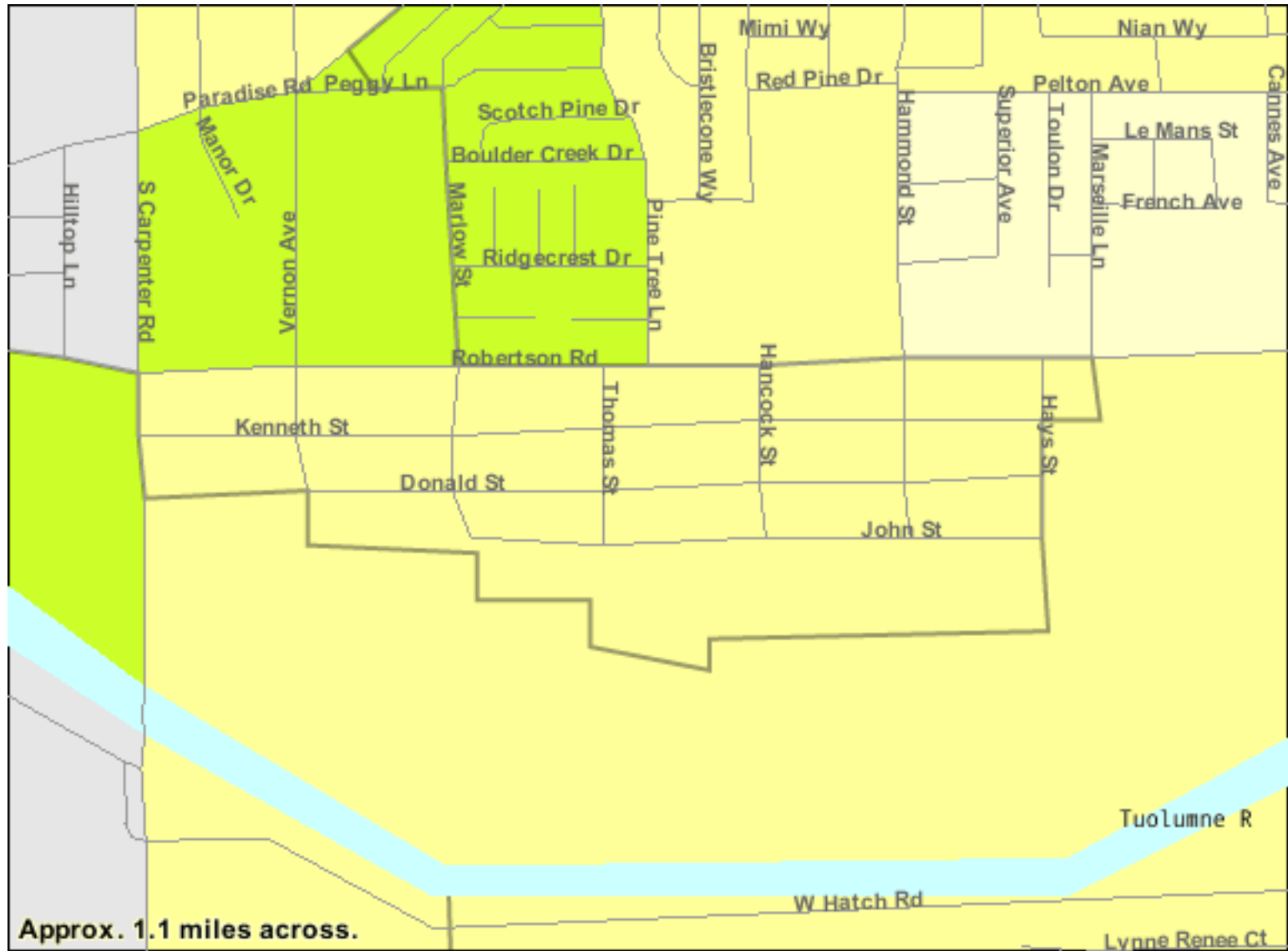


Source: U.S. Census Bureau, Census 2000 Summary File 3, Matrix P53.

TM-P063. Median Household Income in 1999: 2000
 Universe: Households
 Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data
 Modesto city, California by Block Group

NOTE: Data based on a sample except in P3, P4, H3, and H4. For information on confidentiality protection, sampling error, nonsampling error, definitions, and count corrections see <http://factfinder.census.gov/home/en/datanotes/expsf3.htm>.

Data Classes

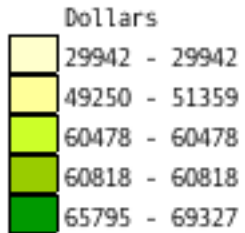


Source: U.S. Census Bureau, Census 2000 Summary File 3, Matrix P53.

TM-P063. Median Household Income in 1999: 2000
 Universe: Households
 Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data
 Salida CDP, California by Block Group

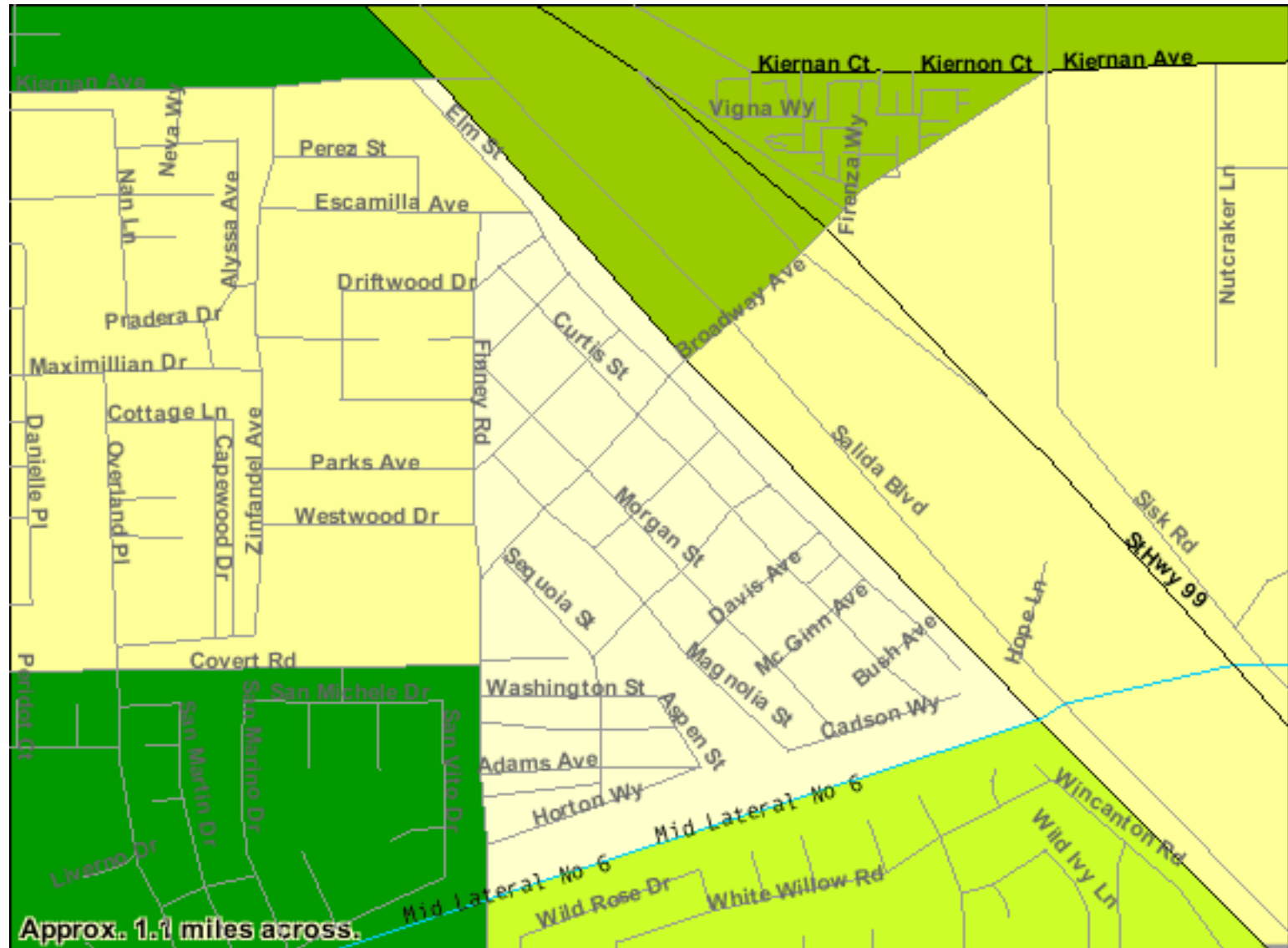
NOTE: Data based on a sample except in P3, P4, H3, and H4. For information on confidentiality protection, sampling error, nonsampling error, definitions, and count corrections see <http://factfinder.census.gov/home/en/datanotes/expsf3.htm>.

Data Classes



Features

- Major Road
- Street
- Stream/Waterbody
- Stream/Waterbody

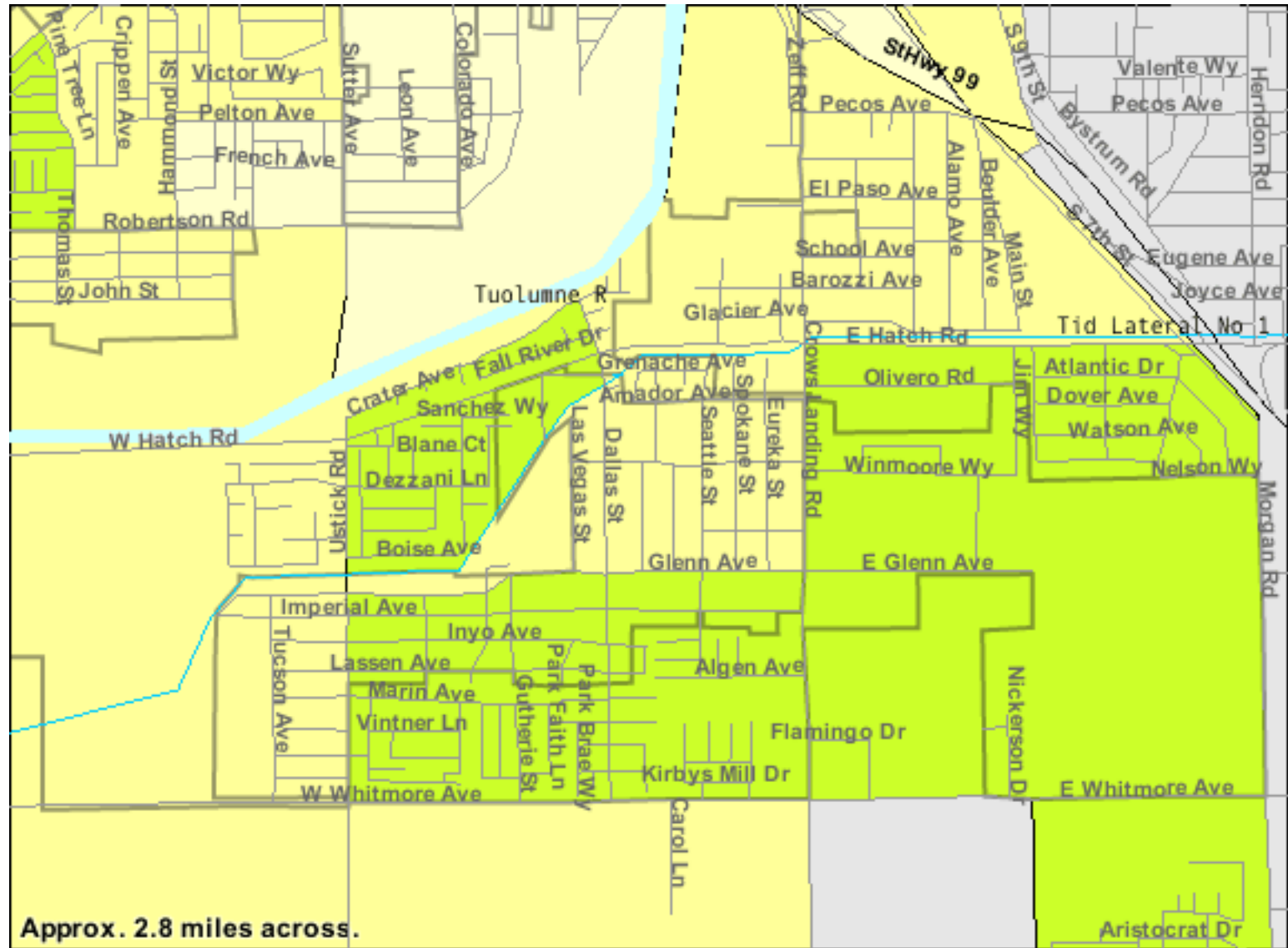
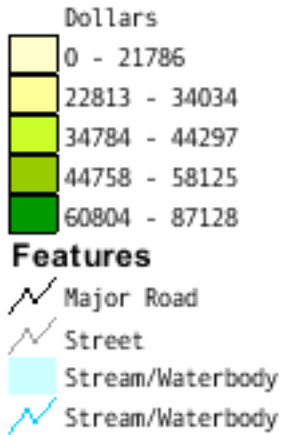


Source: U.S. Census Bureau, Census 2000 Summary File 3, Matrix P53.

TM-P063. Median Household Income in 1999: 2000
 Universe: Households
 Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data
 Modesto city, California by Block Group

NOTE: Data based on a sample except in P3, P4, H3, and H4. For information on confidentiality protection, sampling error, nonsampling error, definitions, and count corrections see <http://factfinder.census.gov/home/en/datanotes/expsf3.htm>.

Data Classes



Source: U.S. Census Bureau, Census 2000 Summary File 3, Matrix P53.

TM-P063. Median Household Income in 1999: 2000
 Universe: Households
 Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data
 Westley CDP, California by Block Group

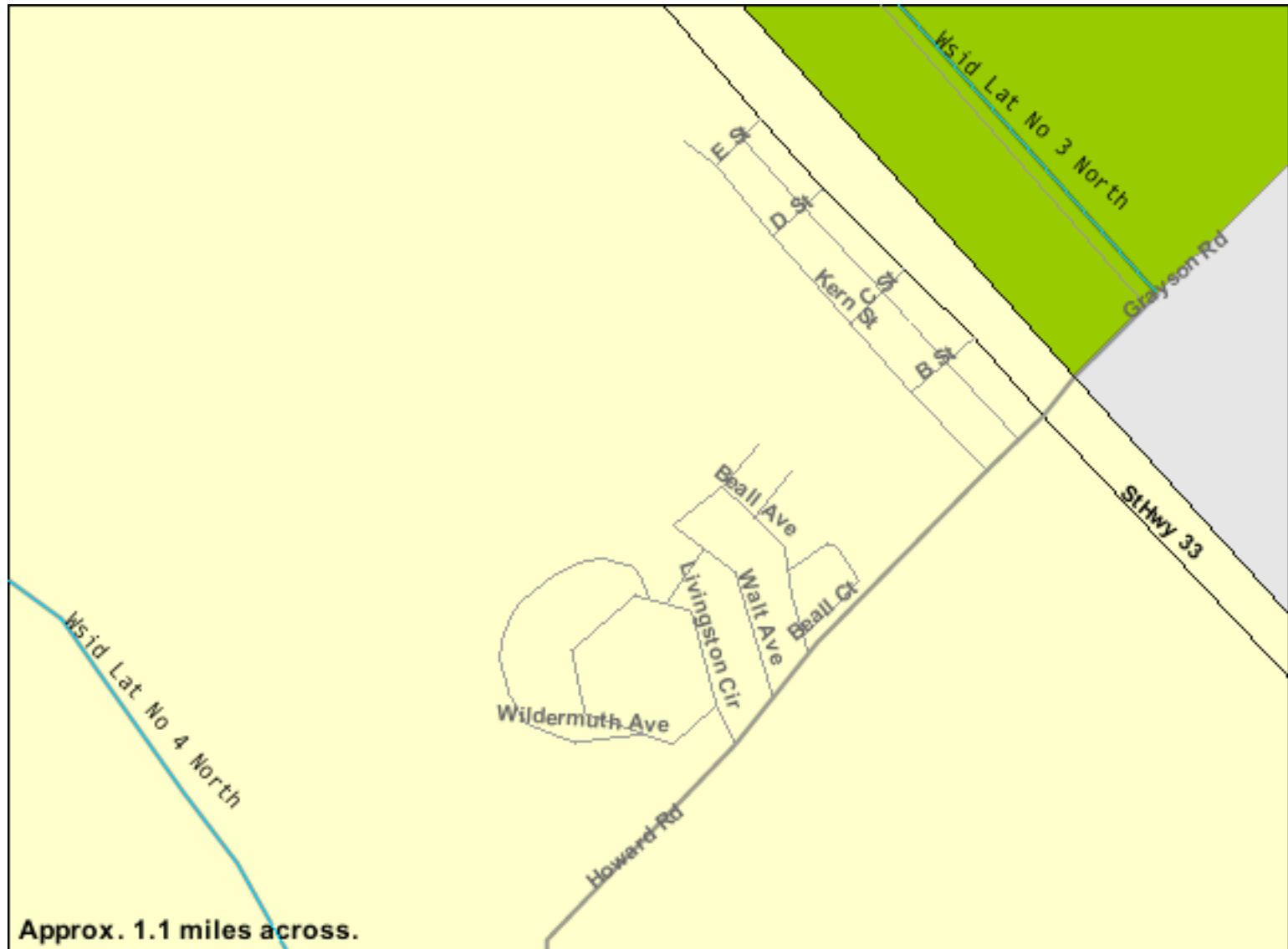
NOTE: Data based on a sample except in P3, P4, H3, and H4. For information on confidentiality protection, sampling error, nonsampling error, definitions, and count corrections see <http://factfinder.census.gov/home/en/datanotes/expsf3.htm>.

Data Classes

- Dollars
- 25547 - 25547
 - 48065 - 48065

Features

- Major Road
- Street
- Stream/Waterbody
- Stream/Waterbody

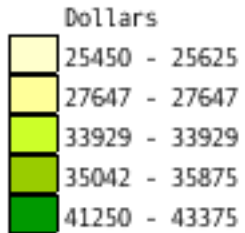


Source: U.S. Census Bureau, Census 2000 Summary File 3, Matrix P53.

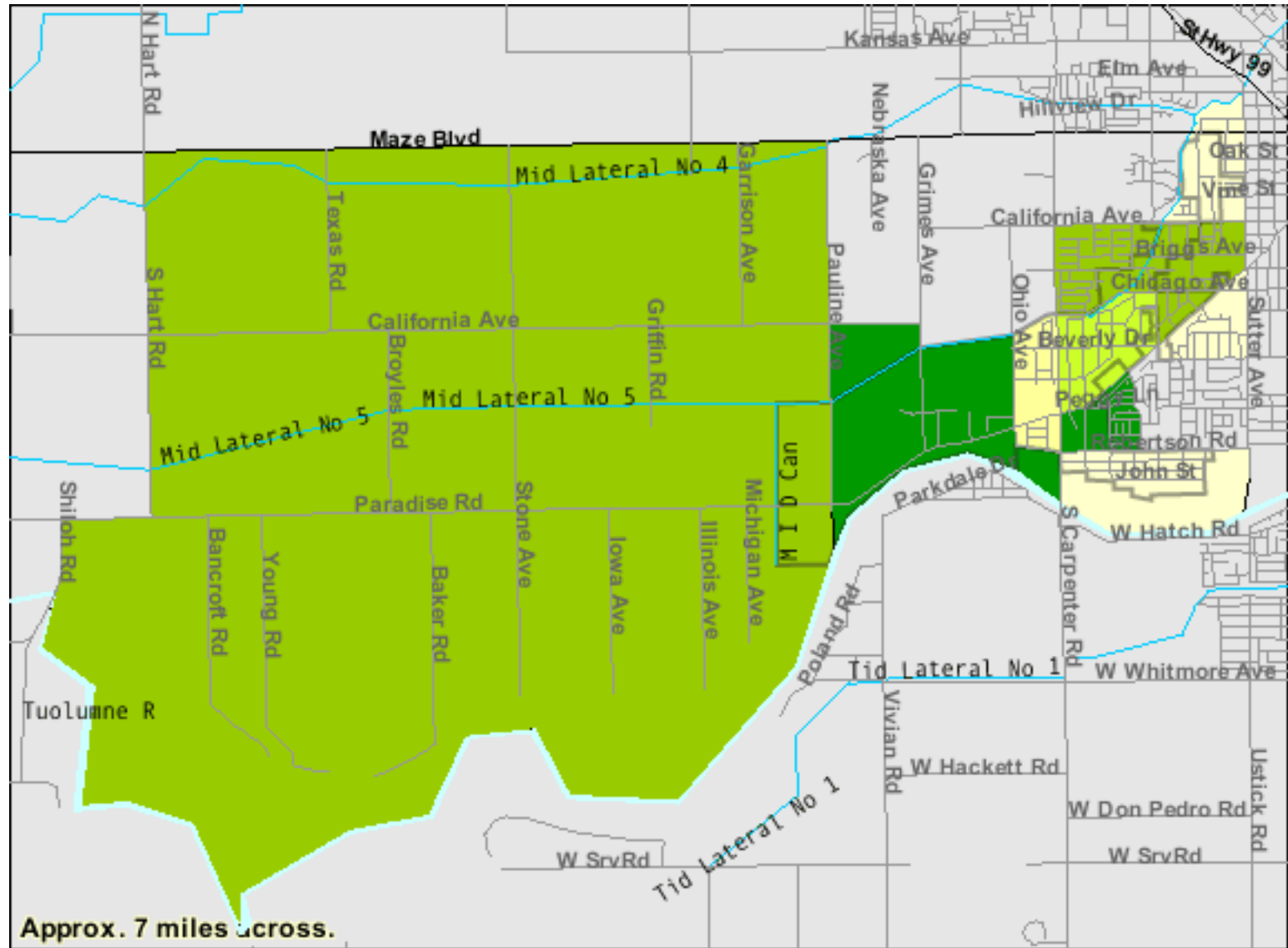
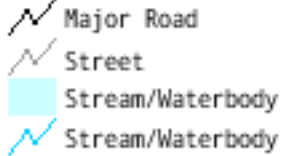
TM-P063. Median Household Income in 1999: 2000
 Universe: Households
 Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data
 West Modesto CDP, California by Block Group

NOTE: Data based on a sample except in P3, P4, H3, and H4. For information on confidentiality protection, sampling error, nonsampling error, definitions, and count corrections see <http://factfinder.census.gov/home/en/datanotes/expsf3.htm>.

Data Classes



Features



Source: U.S. Census Bureau, Census 2000 Summary File 3, Matrix P53.

Fiscal Year 2011-2012 Project Summary

County / City Projects

| # | Project Title | Amount | Matrix Code | Citation | Type | LMA/ LMC | Census Tract | %LM |
|---|---|-----------------------|-------------|-------------|---------------------|----------|--------------|--------|
| STANISLAUS COUNTY | | | | | | | | |
| 1 | CDBG Program Administration | 374,307 | 21A | 570.206 | | | | |
| 2 | Empire Infrastructure Project | 664,574 | 03J | 570.201(e) | 01 People (General) | LMA | 20.02 BG 2 | 59.8% |
| 3 | Fair Housing Program | 34,000 | 21D | | | | N/A | |
| 4 | Analysis of Impediments to Fair Housing | 10,000 | 21D | | | | N/A | |
| 5 | Workforce Development (T3) Program | 20,000 | 05H | 570.201(e) | 01 People (General) | LMC | N/A | |
| 6 | Economic Development | 20,000 | 05H | 570.201(e) | 01 People (General) | LMC | N/A | |
| 7 | CDBG Program Income * | 20,000 | | | | | | |
| Stanislaus County Project Totals | | \$1,122,881.00 | | | | | | |
| CITY OF CERES | | | | | | | | |
| 1 | CDBG Program Administration | 20,000 | 21A | 570.206 | | | | |
| 2 | Infill Infrastructure Project | 238,589 | 03 | 570.201(c) | 01 People (General) | LMA | 26.02 BG 18 | 61.9% |
| 3 | T3 Workforce Development Program | 10,000 | 05H | 570.201(e) | 01 People (General) | LMC | N/A | |
| City of Ceres Totals | | \$ 268,589.00 | | | | | | |
| CITY OF HUGHSON | | | | | | | | |
| 1 | CDBG Program Administration | 20,000.00 | 21A | 570.206 | | | | |
| 2 | Pine Street Infrastructure Project | 131,391.00 | 03 | 570.201(c) | 01 People (General) | LMA | 29.02 B.G28 | 100.0% |
| 3 | 4th Street Infrastructure Project | 20,000.00 | 03 | 570.201(c) | 01 People (General) | LMA | 29.02 B.G28 | 100.0% |
| City of Hughson Project Totals | | \$ 171,391.00 | | | | | | |
| CITY OF NEWMAN | | | | | | | | |
| 1 | CDBG Program Administration | 20,000 | 21A | 570.206 | | | | |
| 2 | PQRST, Fresno, Merced, & West Ave | 60,000 | 03J | 570.201(c) | 01 People (General) | LMA | 35.00 BG 3 | 53.1% |
| 3 | Street Reconstruction Project | 60,000 | 03F | 570.201(c) | 01 People (General) | LMA | 35.00 BG 3 | 53.1% |
| 4 | Tulare Street Infrastructure Project | 48,766 | 03 | 570.201(c) | 01 People (General) | LMA | 35.00 BG 3 | 53.1% |
| 6 | T3 Workforce Development Program | 10,000 | 05H | 570.201(e) | 01 People (General) | LMC | N/A | |
| City of Newman Project Totals | | \$ 198,766.00 | | | | | | |
| CITY OF OAKDALE | | | | | | | | |
| 1 | CDBG Program Administration | 20,000 | 21A | 570.206 | | | | |
| 2 | Davitt Avenue Infrastructure Project | 205,672 | 03 | 570.201(c) | 01 People (General) | LMA | 2.02 BG 1 | 62.3% |
| 4 | T3 Workforce Development Program | 5,000 | 05H | 570.201(e) | 01 People (General) | LMC | N/A | |
| City of Oakdale Project Totals | | \$ 230,672.00 | | | | | | |
| CITY OF PATTERSON | | | | | | | | |
| 1 | CDBG Program Administration | 20,000 | 21A | 570.206 | | | | |
| 2 | 4th Street Infrastructure Project | 213,064 | 03 | 570.201(c) | 01 People (General) | LMA | 32.02 BG 4 | 62.6% |
| 3 | T3 Workforce Development Program | 10,000 | 05H | 570.201(e) | 01 People (General) | LMC | N/A | |
| City of Patterson Project Totals | | \$ 243,064.00 | | | | | | |
| CITY OF WATERFORD | | | | | | | | |
| 1 | CDBG Program Administration | 20,000 | 21A | 570.206 | | | | |
| 3 | Infrastructure Project | 157,021 | | | | | | |
| 4 | T3 Workforce Development Program | 10,000 | 05H | 570.201(e) | 01 People (General) | LMC | N/A | |
| City of Waterford Project Totals | | \$ 187,021.00 | | | | | | |
| City / County Projects | | \$2,422,384.00 | | | | | | |

* Program Income Does not Affect Allocation Amount

Public Services

| # | Project Title | Amount | Matrix Code | Citation | Type | LMA/ LMC | Census Tract | %LM |
|------------------------------|---|-------------------|-------------|------------|---------------------|----------|--------------|-----|
| 1 | Center for Human Services - Ceres Partnership | 15,000 | 05Q | 570.201(e) | 01 People (General) | LMC | N/A | |
| 2 | Center for Human Services - Oakdale FRC | 16,000 | 05Q | 570.201(e) | 01 People (General) | LMC | N/A | |
| 3 | Center for Human Services - Westside FRC | 15,000 | 05Q | 570.201(e) | 01 People (General) | LMC | N/A | |
| 4 | Children's Crisis Center - Child Victims of Violence | 14,000 | 05N | 570.201(e) | 2 People (General) | LMC | N/A | |
| 5 | Children's Crisis Center - Essential Child Shelter (SW) | 20,000 | 05N | 570.201(e) | 01 People (General) | LMC | N/A | |
| 6 | Children's Crisis Center - Essential Child Shelter (East) | 18,000 | 05N | 570.201(e) | 01 People (General) | LMC | N/A | |
| 7 | DRAIL - Assistive Technology Program | 15,000 | 05B | 570.201(e) | 01 People (General) | LMC | N/A | |
| 8 | Family Promise - Case Management | 12,680 | 05 | 570.201(e) | 01 People (General) | LMC | N/A | |
| 9 | Hughson Family Resource Center - Family Wellness | 14,000 | 05 | 570.201(e) | 01 People (General) | LMC | N/A | |
| 10 | PIQE - Promoting Self Sufficiency | 10,000 | 05 | 570.201(e) | 2 People (General) | LMC | N/A | |
| 11 | Parent Resource Center - Airport Neighborhood Partners | 16,000 | 05 | 570.201(e) | 01 People (General) | LMC | N/A | |
| 12 | Second Harvest Food Bank - Food 4 Thought | 20,000 | 05L | 570.201(e) | 3 People (General) | LMC | N/A | |
| 13 | Second Harvest Food Bank - Food Assistance Program | 15,000 | 05W | 570.201(e) | 01 People (General) | LMC | N/A | |
| 14 | Stanislaus Family Justice Center - SFJC Foundation | 3,474 | 05G | 570.201(e) | 01 People (General) | LMC | N/A | |
| 15 | United Cerebral Palsy of Stan Co. - Project for Seniors | 10,000 | 05A | 570.201(e) | 01 People (General) | LMC | N/A | |
| 16 | United Cerebral Palsy of Stan Co. - Project for Seniors | 10,000 | 05A | 570.201(e) | 01 People (General) | LMC | N/A | |
| 17 | USF - Mobile Lunch Program (South County) | 15,000 | 05W | 570.201(e) | 01 People (General) | LMC | N/A | |
| 18 | USF - Mobile Lunch Program (Keyes/Ceres) | 14,000 | 05W | 570.201(e) | 01 People (General) | LMC | N/A | |
| 19 | Westside Food Pantry - Emergency Food Program | 16,000 | 05W | 570.201(e) | 01 People (General) | LMC | N/A | |
| PUBLIC SERVICES TOTAL | | \$ 269,154 | | | | | | |

2011-2012 CDBG Project Allocation Total \$ 2,691,538

Emergency Shelter Grant

| # | Project Title | Amount | Matrix Code | Citation | Type | LMA/ LMC | Census Tract | %LM |
|---|---|-------------------|-------------|----------|---------------------|----------|--------------|-----|
| | ESG Administration | 8,057 | | 570.206 | | | | |
| 1 | Children's Crisis Center - Marsha's Protective Infant | 24,220 | 05N | 576.21 | 01 People (General) | LMC | N/A | |
| 2 | Community Housing and Shelter Services | 40,563 | 05S | 576.21 | 01 People (General) | LMC | N/A | |
| 3 | Family Promise - Shelter Services for Homeless Families | 18,900 | 03T | 576.21 | 01 People (General) | LMC | N/A | |
| 4 | We Care - Emergency Cold Weather | 17,724 | 03T | 576.21 | 01 People (General) | LMC | N/A | |
| 2011-2012 ESG Project Allocation Total | | \$ 109,464 | | | | | | |



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 AUG 18 P 2:16

August 17, 2011

Suzi Seibert
Deputy Clerk

The enclosed four fully executed CDBG "Allocation Agreements" for FY 11/12 are for your records.

Urban County:

1. City of Ceres
2. City of Hughson
3. City of Newman
4. City of Oakdale
5. City of Patterson
6. City of Waterford

Thank you.

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

I:\Community Development\CDBG\ALLOCATION AGREEMENT FOR CONSORTIA\Signed Agreements to Suzi for BOS 8-17-11.wpd

ALLOCATION AGREEMENT

This Allocation Agreement (“Agreement”) is made by and between the County of Stanislaus (the “County”) and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson and Waterford (the “City” individually or “Cities” collectively) on **July 1, 2011**.

Introduction

A. Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant (“CDBG”) program for FY 2011-2012 in the amount **\$2,297,203** as an “Urban County” as set forth under Title I of the Housing and Community Development Act of 1974, and Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended by the Housing and Community Development Act of 1992; and

B. The parties desire that CDBG entitlement funds received by the County as an “Urban County” be shared proportionally, as determined by poverty and population formula, among the parties; and

NOW, THEREFORE, each party agrees as follows:

1. The County and each City shall receive an allocation based upon a population and poverty calculation as set forth below:

| Jurisdiction | Poverty & Population |
|-------------------|----------------------|
| Stanislaus County | \$571,908 |
| Ceres | \$229,386 |
| Hughson | \$146,433 |
| Newman | \$169,795 |
| Oakdale | \$197,025 |
| Patterson | \$207,602 |
| Waterford | \$159,772 |
| TOTAL | \$1,681,921 |

2011 AUG 18 P 2:16
BOARD OF SUPERVISORS

2. The County shall also receive an amount not to exceed twenty percent of the total FY 2011-2012 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement.

3. An amount not to exceed ten percent of the total FY 2011-2012 CDBG entitlement funds shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Stanislaus County CDBG Public Service Grant Program.

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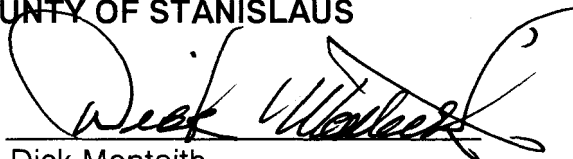
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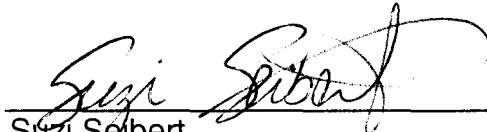
- Signatures on following pages -

COUNTY OF STANISLAUS

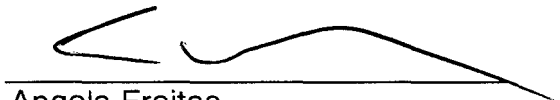
By 
Dick Monteith
Chairman of the Board of Supervisors

AUG 16 2011
Dated

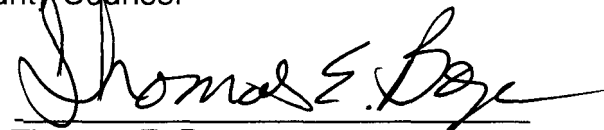
ATTEST: Christine Ferraro-Tallman
Clerk of the Board of Supervisors
of the County of Stanislaus, State of California

By 
Suzi Selbert
Deputy Clerk

APPROVED AS TO CONTENT:
Kirk Ford, Director
Planning and Community Development Department

By 
Angela Freitas
Deputy Director

APPROVED AS TO FORM:
John P. Doering
County Counsel

By 
Thomas E. Boze
Deputy County Counsel

CITY OF CERES

By Chris Vierra
Chris Vierra
Mayor

8-8-11
Dated

ATTEST:

By Cindy Heidorn
Cindy Heidorn
City Clerk

APPROVED AS TO CONTENT:

By Art De Werk
Chief Art De Werk
Acting City Manager

APPROVED AS TO FORM:

By Mike Lyons
Mike Lyons
City Attorney

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BOARD OF SUPERVISORS
2011 AUG 18 P 2:17

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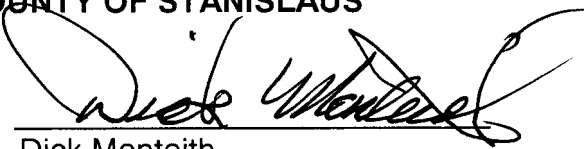
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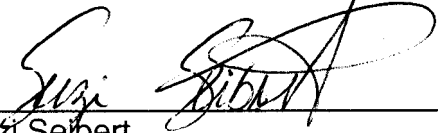
COUNTY OF STANISLAUS

By 
Dick Monteith
Chairman of the Board of Supervisors

AUG 16 2011

Dated _____

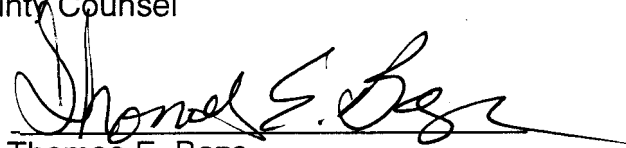
ATTEST: Christine Ferraro-Tallman
Clerk of the Board of Supervisors
of the County of Stanislaus, State of California

By 
Suzi Seibert
Deputy Clerk


APPROVED AS TO CONTENT:
Kirk Ford, Director
Planning and Community Development Department

By 
Angela Freitas
Deputy Director

APPROVED AS TO FORM:
John P. Doering
County Counsel

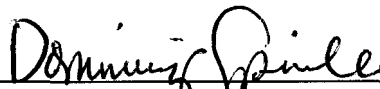
By 
Thomas E. Boze
Deputy County Counsel

CITY OF HUGHSON


By 
Ramon Bawanan
Mayor

Aug. 8, 2011
Dated


ATTEST:

By 
Dominique Spina
Deputy City Clerk

APPROVED AS TO CONTENT:

By 
Bryan Whitemyer
City Manager

APPROVED AS TO FORM:

By 
Daniel Schroeder
City Attorney

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BOARD OF SUPERVISORS
2011 AUG 18 P 2:17

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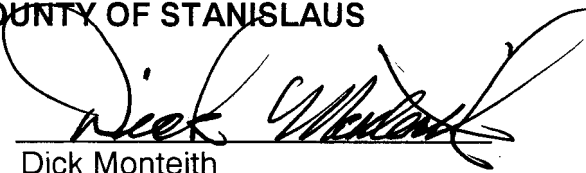
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COUNTY OF STANISLAUS


By 
Dick Monteith
Chairman of the Board of Supervisors

AUG 16 2011
Dated _____

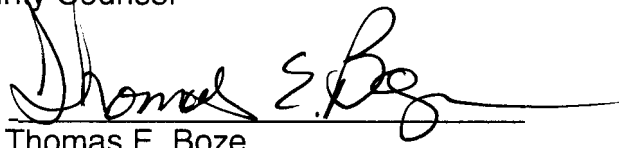
ATTEST: Christine Ferraro-Tallman
Clerk of the Board of Supervisors
of the County of Stanislaus, State of California

By 
Suzi Seibert
Deputy Clerk

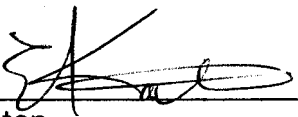
APPROVED AS TO CONTENT:
Kirk Ford, Director.
Planning and Community Development Department

By 
Angela Freitas
Deputy Director

APPROVED AS TO FORM:
John P. Doering
County Counsel


By 
Thomas E. Boze
Deputy County Counsel

CITY OF NEWMAN

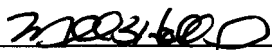
By 
Ed Katen
Mayor

Dated 8-9-11


ATTEST:

By 
Mike Maier
Deputy City Clerk

APPROVED AS TO CONTENT:

By 
Michael E. Holland
City Manager

APPROVED AS TO FORM:

By 
Tom Hallinan
City Attorney

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BOARD OF SUPERVISORS
2011 AUG 18 P 2:17

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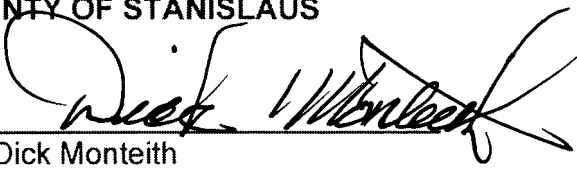
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COUNTY OF STANISLAUS

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Chairman of the Board of Supervisors

AUG 16 2011
Dated

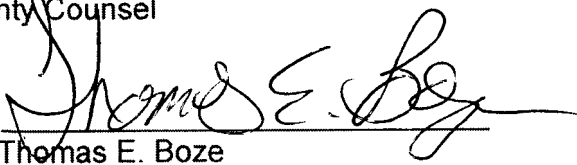
ATTEST: Christine Ferraro-Tallman
Clerk of the Board of Supervisors
of the County of Stanislaus, State of California

By 
Suzi Seibert
Deputy Clerk

APPROVED AS TO CONTENT:
Kirk Ford, Director
Planning and Community Development Department

By 
Angela Freitas
Deputy Director

APPROVED AS TO FORM:
John P. Doering
County Counsel

By 
Thomas E. Boze
Deputy County Counsel

CITY OF OAKDALE

By Pat Paul
Pat Paul
Mayor

8/1/11
Dated

ATTEST:

By Nancy Lilly
Nancy Lilly
City Clerk

APPROVED AS TO CONTENT:

By Gregory B. Wellman
Gregory B. Wellman
Interim City Manager

APPROVED AS TO FORM:

By Tom Hallinan
Tom Hallinan
City Attorney

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2011 AUG 18 P 2:11
BOARD OF SUPERVISORS

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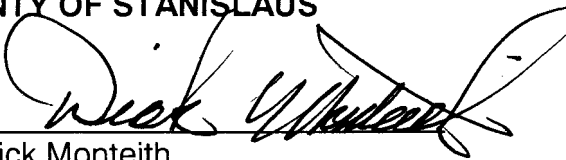
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COUNTY OF STANISLAUS

By 
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Chairman of the Board of Supervisors

AUG 16 2011
Dated

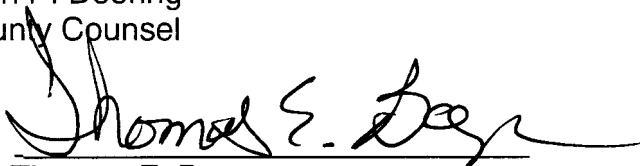
ATTEST: Christine Ferraro-Tallman
Clerk of the Board of Supervisors
of the County of Stanislaus, State of California

By 
Suzi Seibert
Deputy Clerk

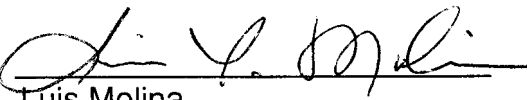
APPROVED AS TO CONTENT:
Kirk Ford, Director
Planning and Community Development Department

By 
Angela Freitas
Deputy Director

APPROVED AS TO FORM:
John P. Doering
County Counsel


By 
Thomas E. Boze
Deputy County Counsel

CITY OF PATTERSON

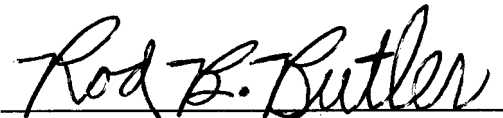
By 
Luis Molina
Mayor

8/9/11
Dated

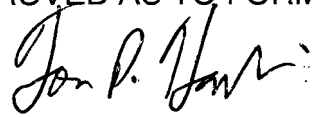
ATTEST:

By 
Maricela Vela
City Clerk

APPROVED AS TO CONTENT:

By 
Rod Butler
City Manager

APPROVED AS TO FORM:

By 
City Attorney

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This Allocation Agreement ("Agreement") is made by and between the County of Stanislaus (the "County") and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson and Waterford (the "City" individually or "Cities" collectively) on **July 1, 2011**.

Introduction

A. Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant ("CDBG") program for FY 2011-2012 in the amount **\$2,297,203** as an "Urban County" as set forth under Title I of the Housing and Community Development Act of 1974, and Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended by the Housing and Community Development Act of 1992; and

B. The parties desire that CDBG entitlement funds received by the County as an "Urban County" be shared proportionally, as determined by poverty and population formula, among the parties; and

NOW, THEREFORE, each party agrees as follows:

1. The County and each City shall receive an allocation based upon a population and poverty calculation as set forth below:

| Jurisdiction | Poverty & Population |
|-------------------|----------------------|
| Stanislaus County | \$571,908 |
| Ceres | \$229,386 |
| Hughson | \$146,433 |
| Newman | \$169,795 |
| Oakdale | \$197,025 |
| Patterson | \$207,602 |
| Waterford | \$159,772 |
| TOTAL | \$1,681,921 |

BOARD OF SUPERVISORS
2011 AUG 18 P 2:11

2. The County shall also receive an amount not to exceed twenty percent of the total FY 2011-2012 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement.

3. An amount not to exceed ten percent of the total FY 2011-2012 CDBG entitlement funds shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Stanislaus County CDBG Public Service Grant Program.

4. An amount not to exceed \$37,996 shall be allocated for Consortium Fair Housing activities, as defined in 24 CFR Part 570.206 (c), and an amount not to exceed \$17,229 shall be allocated for Stanislaus County unincorporated areas Workforce Development related activities such as computer training for low and moderate income individuals.

5. An amount not to exceed \$17,229 shall be allocated for Stanislaus County unincorporated areas Economic Development related activities such as entrepreneurial opportunities to qualified individuals through partnerships with local stakeholders.

6. Upon notification of a City's intent to apply for grants available to "Urban Counties" under applicable law, the County, as lead agency, shall apply for such grants on behalf of that City.

7. Activities proposed by the Cities insofar as they are consistent with applicable statutes and regulations, shall be processed for inclusion by County in the Consolidated Plan and Annual Action Plan consistent with the recommendations of the Policy Committee or the majority of the parties to this agreement.

8. Each party has the responsibility to ensure its activities comply with the FY 2011-2012 grant program. No party, or any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other party under or in connection with any work delegated to that party under this Agreement. The parties further agree, pursuant to Government Code section 895.4, that each party shall fully indemnify and hold harmless every other party and its agents, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such party under this Agreement. Notwithstanding the foregoing, all parties shall be equally responsible for any damage or liability occurring by reason of any actions taken by the County on behalf of the parties to this Agreement, consistent with any recommendation of the Policy Committee or a majority of the parties to this Agreement.

9. Each party agrees to comply with OMB A-133 reporting requirements which set forth standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments, and non-profit organizations expending Federal awards.

10. Pursuant to Government Code section 6505, each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

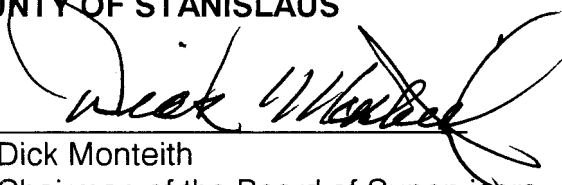
11. This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

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

– Signatures on following pages –

COUNTY OF STANISLAUS

By




Dick Monteith
Chairman of the Board of Supervisors

AUG 16 2011

Dated

ATTEST: Christine Ferraro-Tallman
Clerk of the Board of Supervisors
of the County of Stanislaus, State of California

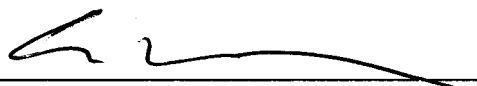
By



Suzi Selbert
Deputy Clerk

APPROVED AS TO CONTENT:
Kirk Ford, Director
Planning and Community Development Department

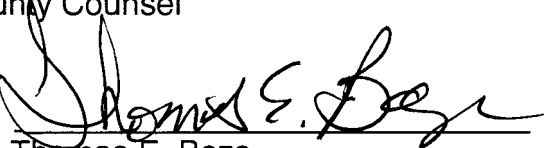
By



Angela Freitas
Deputy Director


APPROVED AS TO FORM:
John P. Doering
County Counsel

By



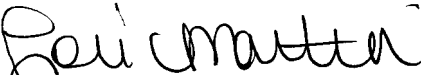
Thomas E. Boze
Deputy County Counsel

CITY OF WATERFORD

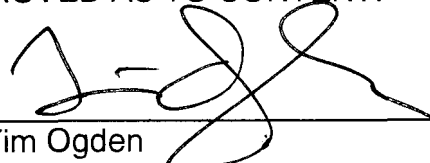
By 
Charlie Goeken
Mayor

8-4-11
Dated


ATTEST:

By 
Lori Martin
City Clerk

APPROVED AS TO CONTENT:

By 
Tim Ogden
City Manager

APPROVED AS TO FORM:

By 
Corbett Browning
City Attorney



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 AUG 25 P 1:47

August 25, 2011

Suzi Seibert
Deputy Clerk

Enclosed is the fully executed FY 11/12 CDBG Public Service Agency "Agreement" for your records.

BOS RESOLUTION #2011-112, February 15, 2011

**BOS RESOLUTION #2011-112
CDBG**

1. Childrens Crisis Center – Economic Development

Thank you.

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

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and the CHILDREN'S CRISIS CENTER (hereinafter referred to as "Organization") on August 11, 2011.

WITNESSETH

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.; the "Act"); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2011-112, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

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

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

1. SCOPE OF WORK.

1.1 **General Scope.** Organization shall train a low income person residing within Stanislaus County to carry out activities related to the Homeless Prevention and Rapid Re-Housing (HPRP) Program. The intent is to place participant into a permanent position within the Organization. Program is identified within the Annual Action Plan for Fiscal Year 2011-2012 as Stanislaus County's Economic Development Program. Program shall be pursuant to the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.

1.2 **Term.** The services of Organization are to commence on August 11, 2011, and end no later than June 30, 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. COMPENSATION.

2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$17,229.00, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.

2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn every two weeks. All complete draw requests must be received before June 30, 2012.

2.3 **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. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all

requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15, 2012, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

2.4 **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 requests for funds pursuant to this Agreement.

3. USE OF FUNDS.

3.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.

3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.

3.3 **General Eligibility.** Eligibility of program participants, including but not limited to income, citizenship and Consortium area residency, shall be evaluated and documented prior to CDBG program entry by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208.

3.4 **In-eligible Uses of Funds.** In the event that Organization is found to have expended grant funds for in-eligible activities, pursuant to 24 CFR 570.207 and OMB Circular No. A-122 "Cost Principals for Non-profit Organizations", such funds shall be returned to the County.

3.5 **Termination of Contract.** Pursuant to 24 CFR 85.43, suspension or termination of this agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience per 24 CFR 85.44.

(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.

3.6 **Reversion of Assets.** Upon grant expiration, or upon Organization becoming insolvent, Organization shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under Organization's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to Organization in the form of a loan) in excess of \$25,000 shall: (1) Be utilized in accordance with Section 3.1 General Use of Funds, of this agreement, until five years after expiration of the agreement; or (2) Not used in accordance with 3.1 of this agreement, in which event Organization shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG grant funds for the acquisition of, or improvement to, the property. No payment is required five years after the

expiration of this agreement. All returned grant funds or payments shall be treated by County as program income.

3.7 **Program Income.** Program income derived from the project, if any, shall revert to County for use in the Block Grant Program in accordance with 24 CFR 570.504(c).

4. DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.

4.1 **Quarterly Reports.** Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter.

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

4.3 **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).

4.4 **Data Required.** Organization shall maintain records documenting performance and attendance for each program participant.

4.5 **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.

4.6 **Privacy Procedures.** 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.

4.7 **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 any CDBG Grant Funds for Fiscal Year 2010-2011 to be delivered to County by December 30, 2011. Organization agrees to provide additional audits upon request.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS.

6.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations".

6.2 **Reasonable Grant Costs.** A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.

6.3 **Allocable Grant Costs.** A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

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 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 services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.

8.2 Equal Participation of Religious Organizations. Under CDBG, 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 CDBG 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 CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-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 CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

8.3 Section 3 Compliance. Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons. .

8.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.

8.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).

8.6 **Displacement, Relocation, Acquisition & Replacement of Housing.** Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.

8.7 **Eligibility Restrictions.** Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

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, which prohibits any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG 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.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

9.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

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

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

11. LEAD BASED PAINT POISONING PREVENTION.

11.1 **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.

12. GENERAL TERMS AND CONDITIONS.

12.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

12.2 **Other program requirements.** Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

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

12.4 **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.

12.5 **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.

12.6 **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.

12.7 **Integration.** This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.

12.8 **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: Planning Director,
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

12.9 **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.

12.10 **Authorization.** 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

By: 
Colleen Garcia
Executive Director

"Organization"

APPROVED AS TO FORM:

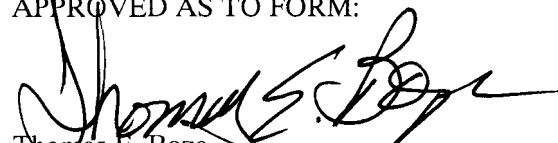

Thomas E. Boze
Deputy County Counsel



Exhibit A
Stanislaus County
Community Development Block Grant
(CDBG)

Economic Development Program
For Fiscal Year 2011-2012

A. Project Summary Page

A-1 Project Title: **Economic Development**

Amount Funded \$ 17,229

Total Project Cost \$ 17,229

A-2 Agency: **Children's Crisis Center**

Agency Address: 133 Downey Ave. Modesto, CA 95354

Phone: 209-577-0138 Fax: 209-577-4337

Incorporated year: 1980

501(c) (3): Yes 501(c) (3) Tax ID number:

DUNS Number (9 digit No.):

A-3 Contact Name: Colleen Garcia Title: Executive Director

Contact Address (if different than above): P.O. Box 1062, Modesto, CA 95353

Contact e-mail address: garciac@childrenscrisiscenter.com

Contact Phone: (209) 577-0138 Fax: (209) 577-4337

A-4 Agency Type (check all that apply):

Non-Profit For-Profit Government Faith-Based Institution of Higher Education

A-5 Number of unduplicated persons you anticipate serving for this project: 1

A-6 Summarized Project Description:

This Economic Development program will assist in the career development of one low-income person residing within Stanislaus County in the non-profit community service field. Specifically, this project will fund an internship throughout Fiscal Year 2011-2012 to work on Case Management and Crisis Intervention for families with at-risk youth, administered through the Children's Crisis Center. The intern's tasks will include the performance of administrative tasks, client intake and screening, case management, and crisis intervention. Intern has been screened through the Alliance Worknet's internship program and will have that internship extended through this CDBG Economic Development program. The ultimate goal is to place interns, successful at fulfilling their job duties, into permanent non-profit positions at the end of their internship time periods.



Exhibit B
Stanislaus County
Community Development Block Grant (CDBG)
Economic Development Program
FY 2011-2012

Organization: Children's Crisis Center

Project: Economic Development

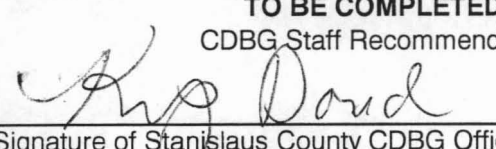
Project No: CDBG-389

Date: 11-Aug-11

BUDGET AND PROGRAM OBJECTIVE :

Target number of unduplicated individuals is 1 for FY 2011-2012

| Budget Categories | Proposed Budget | County Approved Budget |
|---|------------------|------------------------|
| PERSONNEL COSTS | | |
| Salaries (See Exhibit C) \$ | 17,229.00 | \$ 17,229.00 |
| Fringe Benefits \$ | 0.00 | \$ 0.00 |
| Subtotal \$ | 17,229.00 | \$ 17,229.00 |
| NON-PERSONNEL COSTS | | |
| Rent/Lease of Space (<i>project only</i>): \$ | 0.00 | \$ 0.00 |
| Janitorial: \$ | 0.00 | \$ 0.00 |
| Utilities: \$ | 0.00 | \$ 0.00 |
| Telephone/Internet Services: \$ | 0.00 | \$ 0.00 |
| Insurance (<i>specify Liability</i>): \$ | 0.00 | \$ 0.00 |
| Supplies (<i>office</i>): \$ | 0.00 | \$ 0.00 |
| Printing: \$ | 0.00 | \$ 0.00 |
| Rental/Maintenance Equipment: \$ | 0.00 | \$ 0.00 |
| Audit: \$ | 0.00 | \$ 0.00 |
| Automobile/Transportation/Mileage: \$ | 0.00 | \$ 0.00 |
| Staff Training/Conferences: \$ | 0.00 | \$ 0.00 |
| Professional Fees (<i>specify</i>): \$ | 0.00 | \$ 0.00 |
| Subtotal: \$ | 0.00 | \$ 0.00 |
| OTHER PROJECT COSTS | | |
| Motel Vouchers \$ | 0.00 | \$ 0.00 |
| Licensing Comp: \$ | 0.00 | \$ 0.00 |
| Subtotal: \$ | 0.00 | \$ 0.00 |
| GRAND TOTAL: \$ | 17,229.00 | \$ 17,229.00 |

| | |
|---|-------------------|
| TO BE COMPLETED BY CDBG MONITORING STAFF: | |
| CDBG Staff Recommendation: <input checked="" type="radio"/> Approve or <input type="radio"/> Deny (Circle one) | |
|  Signature of Stanislaus County CDBG Official | 8/9/2011 Date: |



DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

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

September 7, 2011

Suzi Seibert
Deputy Clerk

BOS Resolution #2011-112

The enclosed fully executed Salvation Army Berberian Transitional Living Program ESG Agreement for FY 11/12 is for your records.

Thank you.

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

BOARD OF SUPERVISORS
2011 SEP - 8 P 2:17

I:\Community Development\CDBG\ESG & PSG\FY 11-12 PSG.ESG\AGREEMENTS\Signed Agreements to Suzi for BOS 8-17-11.wpd

EEMERGENCY SHELTER GRANT AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Emergency Shelter Grant Program (hereinafter referred to as "County") and THE SALVATION ARMY (hereinafter referred to as "Organization") on July 1, 2011.

WITNESSETH

WHEREAS, County has received a Emergency Shelter Grant ("ESG") from the Department of Housing and Urban Development ("HUD") under subtitle B of title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11371-11378); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2011-112, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such an Emergency Shelter Program; and

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

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

1. SCOPE OF WORK.

1.1 **General Scope.** Organization shall provide services under its Berberian Transitional Living Program as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.

1.2 **Term.** The services of Organization are to commence on July 1, 2011, and end on June 30, 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. COMPENSATION.

2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$8,942, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.

2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn on a quarterly basis as follows: (1) Organization may request a first draw of such funds after September 15, 2011; (2) A second draw after December 15, 2011; (3) A third draw after March 15, 2012; (4) A fourth and final draw after June 15, 2012; provided, however, that all complete draw requests must be received before June 30, 2012.

2.3 **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. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for grant funds that varies from

the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15, 2012, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

2.4 **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 requests for funds pursuant to this Agreement.

2.5 **Matching funds.** In accordance with 24 CFR 576.51, Organization agrees to provide evidence of match funding with every Request for Funds. Eligible match funds may be from any source, such as State, local, and private sources, provided that funds from the other source are not statutorily prohibited to be used as a match. In calculating the amount of matching funds, in accordance with 42 U.S.C. 11375(a)(3), the time contributed by volunteers shall be determined at the rate of \$5 per hour. For purposes of this paragraph, Organization will determine the value of any donated material or building, or of any lease, using a method reasonably calculated to establish a fair market value.

3. USE OF FUNDS.

3.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be in accordance with of subtitle B of title IV of the Stewart B. McKinney Homeless Assistance Act, 42 U.S.C. 11371-11378, 24 CFR 576 and other regulations governing the Emergency Shelter Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.

3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with ESG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.

3.3 **General Eligibility.** Eligibility of program participants, including but not limited to income, citizenship and Consortium area residency, shall be evaluated and documented prior to ESG program entry by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208.

3.4 **In-eligible Uses of Funds.** In the event that Organization is found to have expended grant funds for in-eligible activities, not included within 24 CFR 576.21 or as described within 24 CFR 570.207 and OMB Circular No. A-122 "Cost Principals for Non-profit Organizations", such funds shall be returned to the County.

3.5 **Termination of Contract.** Pursuant to 24 CFR 85.43, suspension or termination of this agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience per 24 CFR 85.44.

(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.

3.6 **Reversion of Assets.** Upon grant expiration, or upon Organization becoming insolvent, Organization shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under Organization's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to Organization in the form of a loan) in excess of \$25,000 shall: (1) Be utilized in accordance with Section 3.1 General Use of Funds, of this agreement, until five years after expiration of the agreement; or (2) Not used in accordance with 3.1 of this agreement, in which event Organization shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-ESG grant funds for the acquisition of, or improvement to, the property. No payment is required five years after the expiration of this agreement. All returned grant funds or payments shall be treated by County as program income.

3.7 **Program Income.** Program income derived from the project, if any, shall revert to County for use in the Emergency Shelter Grant Program in accordance with 24 CFR 570.504(c).

3.8 **Habitability Standards.** In accordance with 42 U.S.C. 11376(c), all emergency shelters assisted with County ESG funds shall meet minimum standards of habitability ensuring that the appropriate privacy, safety, and sanitary and other health-related conditions for homeless persons and families are provided.

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

4.1 **Quarterly Reports.** Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of ESG, including an estimate of the number of jobs created and/or retained by ESG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter.

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

4.3 **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).

4.4 **Data Required.** Organization shall maintain records documenting performance and attendance for each program participant.

4.5 **HMIS.** Organizations providing services to homeless individuals shall participate in a local Homeless Management Information System ("HMIS") to collect and report program participant-level information. 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.

4.6 **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.

4.7 **Privacy Procedures.** 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.

4.8 **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 any ESG Grant Funds for Fiscal Year 2010-2011 to be delivered to County by December 30, 2011. Organization agrees to provide additional audits upon request.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS.

6.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations".

6.2 **Reasonable Grant Costs.** A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.

6.3 **Allocable Grant Costs.** A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

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 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 services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.

8.2 Equal Participation of Religious Organizations. Under ESG, 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 ESG 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 ESG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If ESG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, ESG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a ESG-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 ESG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

8.3 **Section 3 Compliance.** Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons. .

8.4 **Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968.** Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.

8.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).

8.6 **Displacement, Relocation, Acquisition & Replacement of Housing.** Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.

8.7 **Eligibility Restrictions.** Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

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, which prohibits any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of ESG 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.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

9.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has

provided the appropriate disclosures to County.

10. DRUG-FREE WORK PLACE.

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

11. LEAD BASED PAINT POISONING PREVENTION.

11.1 **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.

12. GENERAL TERMS AND CONDITIONS.

12.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

12.2 **Other program requirements.** Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

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

12.4 **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.

12.5 **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.

12.6 **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.

12.7 **Integration.** This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.

12.8 **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: Planning Director,
1010 Tenth Street, Suite 3400
Modesto, CA 95354


To Organization: The Salvation Army
ATTN: Ronald Strickland, Treasurer
625 I Street (P.O. Box 1663)
Modesto, CA 95354

12.9 **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.

12.10 **Authorization.** 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.

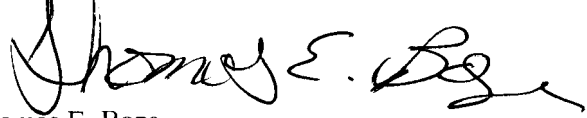
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS


By: 
Kirk Ford, Director
Planning and Community Development

"County"

APPROVED AS TO FORM:


Thomas E. Boze
Deputy County Counsel

THE SALVATION ARMY

By: 
~~Ren Strickland~~
Treasurer VICTOR R. DOUGHTY

"Organization"

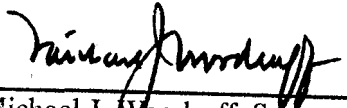
Attest: 
Michael J. Woodruff, Secretary



EXHIBIT A
Stanislaus County
Emergency Solutions Grant (ESG)
ESG Grant
For Fiscal Year 2011-2012

A. Project Summary Page

A-1 Project Title: The Salvation Army Berberian Transitional Living Programs

Amount Awarded: Essential \$ _____ Operational \$8,942 (Security) _____
 Homeless Prevention \$ _____ Rehab/Renovation \$ _____
Total Project Cost \$ 325,807.00 (should match Budget "Exhibit A")

A-2 Agency: The Salvation Army Modesto Citadel
Agency Address: 625 I Street (PO Box 1663 95353), Modesto, CA 95354

Phone: 209-522-3209 Fax: 209-522-2033
Incorporated year: 1949 501(c)(3): Yes or No Tax ID number: _____
DUNS Number (9 digit No.) :

A-3 Contact Name: Debra Qualls Title: Grant Writer and Administrator
Contact Address (if different than above): _____
Contact e-mail address: debra.qualls@usw.salvationarmy.org
Contact Phone: 209-522-3209 Fax: 209-522-2033

A-4 Agency Type (check all that apply):
 Non-Profit For-Profit Government Faith-Based Institution of Higher Education

A-5 Number of unduplicated persons to be served by this project: 23

A-6 Summarized Project Description:

The Salvation Army Transitional Living Programs are designed to help participating clients meet the three goals as set by HUD: 1) obtain and remain in permanent housing; 2) increase their skills and/or income; and 3) achieve greater self-determination. 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. The transitional living program will offer quality housing and supportive services for up to 24 months. The programs provide extensive case management, needs assessment, including follow-up services led by a dedicated case manager; job readiness instruction; life skills training, including personal budgeting, landlord/tenant relations and household management; assistance with legal issues; HIV/AIDS testing and counseling; medical screening; assistance accessing government benefits; assistance accessing permanent housing; substance abuse recover supports and transportation assistance. The program plans to accomplish introducing homeless individuals to a place where they can learn skills, gain income, receive assistance that will enable them to transition from homelessness to obtaining and remaining in permanent housing. The Salvation Army Shelter Programs, along with a collaborative effort of community service groups who donated time and finances to build the rooms, are expanding their services to the homeless population by adding medical/dental/optometry examination rooms to do minor triage and referrals to medical facilities to the homeless individual and are also dedicated to supporting the medical services with medical staff.

EXHIBIT B

ESG BUDGET/PROJECT AMENDMENT
FY 2011-2012



Organization: Salvation Army Project: Berberian Transitional Living Programs
Project No: ESG- Date: Jun. 10, 2011

BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:
To allow for a modified award based off of excess available funding.

| Budget Categories | Proposed Budget | County Approved Budget |
|--|------------------|------------------------|
| ESSENTIAL SERVICE COSTS | | |
| Salaries (See Exhibit C) \$ | 16,800.00 | \$ 0.00 |
| Fringe Benefits \$ | 3,200.00 | \$ 0.00 |
| Subtotal \$ | 20,000.00 | \$ 0.00 |
| OPERATIONAL SERVICE COSTS | | |
| Rent/Lease of Space (project only): \$ | 0.00 | \$ 0.00 |
| Security: \$ | 0.00 | \$ 8,942.00 |
| Utilities: \$ | 0.00 | \$ 0.00 |
| Telephone/Internet Services: \$ | 0.00 | \$ 0.00 |
| Insurance (General Liability) \$ | 0.00 | \$ 0.00 |
| Supplies (Kitchen): \$ | 0.00 | \$ 0.00 |
| Printing: \$ | 0.00 | \$ 0.00 |
| Rental/Maintenance Equipment: \$ | 0.00 | \$ 0.00 |
| Food: \$ | 0.00 | \$ 0.00 |
| Subtotal: \$ | 0.00 | \$ 8,942.00 |
| RENOVATION/REHAB COSTS | | |
| Conversion: \$ | 0.00 | \$ 0.00 |
| Major Rehab: \$ | 0.00 | \$ 0.00 |
| Renovation: \$ | 0.00 | \$ 0.00 |
| Subtotal: \$ | 0.00 | \$ 0.00 |
| HOMELESS PREVENTION COSTS | | |
| Utility Assistance: \$ | 0.00 | \$ 0.00 |
| Rental/Mortgage Assistance: \$ | 0.00 | \$ 0.00 |
| Subtotal: \$ | 0.00 | \$ 0.00 |
| GRAND TOTAL: \$ | 20,000.00 | \$ 8,942.00 |


Signature of Project Director or Authorized Person is required

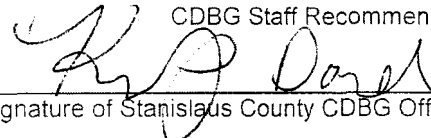
TO BE COMPLETED BY CDBG MONITORING STAFF:
CDBG Staff Recommendation: Approve or Deny (Circle one)

Signature of Stanislaus County CDBG Official
Date: 7/1/11

EXHIBIT C

**PUBLIC SERVICE GRANTEE
FY 2011-2012 EMERGENCY SHELTER GRANTS PROGRAM
CERTIFICATIONS BY THE EXECUTIVE DIRECTOR/CHIEF EXECUTIVE
OFFICER/PRESIDENT OF**

The Salvation Army


I, Ron Strickland, Treasurer of The Salvation Army, certify that the agency will ensure the provision of the matching supplemental funds required by the regulation at 24 CFR 576.51. I have attached to this certification a description of the sources and amounts of such supplemental funds.

I further certify that the agency will comply with:

1. The requirements of 24 CFR 576.53 concerning the continued use of buildings for which emergency shelter grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services.
2. The building standards requirement of 24 CFR 576.55.
3. The requirements of 24 CFR 576.56, concerning assurances on services and
4. The requirements of 24 CFR 576.57, other appropriate provisions of 24 CFR Part 576, and other applicable Federal laws concerning nondiscrimination and equal opportunity.
5. The requirements of 24 CFR 576.59(b) concerning the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
6. The requirement of 24 CFR 576.59 concerning minimizing the displacement of persons as a result of a project assisted with these funds.
7. The requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988.
8. The requirements of 24 CFR 576.56(a) and 576.65(b) that grantees develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted with ESG funds and that the address or location of any family violence shelter project will not be made public, except with written authorization of the person or persons responsible for the operation of such shelter.
9. The requirement that the recipients involve themselves, to the maximum extent practicable and where appropriate, homeless individuals and families in policymaking, renovating, maintaining, and operating facilities assisted under the ESG program, and in providing services for occupants of these facilities as provided by 24 CFR 76.56.
10. The requirements of 24 CFR 576.57(e) are met dealing with the provisions of, and regulations and procedures applicable with respect to the environmental review responsibilities under the National Environmental Policy Act of 1969 and related authorities as specified in 24 CFR Part 58.

11. The requirements of 24 CFR 576.21(a)(4) providing that the funding of homeless prevention activities for families that have received eviction notices or notices of termination of utility services will meet the requirements that: (A) the inability of the family to make the required payments must be the results of a sudden reduction in income; (B) the assistance must be necessary to avoid eviction of the family or termination of the services to the family; (C) there must be a reasonable prospect that the family will be able to resume payments within a reasonable period of time; and (D) the assistance must not supplant funding for preexisting homeless prevention activities from any other source.
12. The new requirement of the McKinney-Vento Act (42 USC 11362) to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. I further understand that State and local governments are primarily responsible for the care of these individuals, and that ESG funds are not to be used to assist such person in place of State and local resources.
13. HUD's standards for participation in a local Homeless Management Information System (HMIS) and the collection and reporting of client-level information.

I further certify that the submission of a completed and approved Emergency Shelter Grant (ESG) application with its certifications, that the agency possesses legal authority to carry out grant activities in accordance with the applicable laws and regulations of the U.S. Department of Housing and Urban Development.

By: 
Signature

JUL 22 2011
Date

~~Ron Strickland~~ VICTOR R. DOUGHTY
Typed Name of Signatory

Treasurer
Title

Attest: 
Michael J. Woodruff, Secretary

**ESG CERTIFICATIONS
EMERGENCY SHELTER GRANT PROGRAM
ESG CERTIFICATIONS**

The Emergency Shelter Grantee certifies that:

Major rehabilitation/conversion – It will maintain any building for which assistance is used under the ESG program as a shelter for homeless individuals and families for at least 10 years. If the jurisdiction plans to use funds for rehabilitation (other than major rehabilitation or conversion), the applicant will maintain any building for which assistance is used under the ESG program as a shelter for homeless individuals and families for at least 3 years.

Essential Services – Where assistance involves essential services or maintenance, operation, insurance, utilities and furnishings, it will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure as long as the same general population is served.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – It will assist homeless individuals in obtaining appropriate supportive services, including permanent housing, medical and mental health treatment, counseling, supervision, and other service essential for achieving independent living, and other Federal State, local, and private assistance.

Matching Funds – It will obtain matching amounts required under 24 CFR §576.71.

Confidentiality – It will develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, it will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, operating facilities, and providing services assisted through this program.

Consolidated Plan – It is following a current HUD-approved Consolidated Plan or CHAS.

Discharge Policy—It has established a policy for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

HMIS – It will comply with HUD's standards for participation in a local Homeless Management Information System and the collection and reporting of client-level information.



Signature/Authorized Official

Date

VICTOR R. DOUGHTY **Treasurer**
~~Ron Strickland, Treasurer~~

Title



Other Funding Sources

Identify all sources of funding by agency or donor and amount of funds that are anticipated to be utilized for this project. Match funds are required for ESG funds (see details below).

| <u>Source of Funds:</u> (agency/agency name) | <u>Type of Funds:</u> (i.e., CDBG, HOME, ESG, HOPWA, other Federal Funds, State/Local, Private, fees, contributions, special events, volunteers, other...) | <u>Amount of Funds:</u> (list amount received or anticipated) | <u>Funding Status:</u> (i.e., cash on hand, grant awarded, etc.) Committed, Pending, & Not yet requested |
|--|--|---|--|
| HUD SHP Funds | Federal Funds | \$100,000.00 | grant awarded |
| VA Grant Per Diem | Federal Funds | \$130,000.00 | grant awarded |
| Private Donations | Contributions | \$77,613.00 | pending |
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| \$307,613.00 | | | |

ESG Match Amount Guidelines:

- The following can be used for matching ESG funds:
 - 1.Cash Contributions include cash on hand, cash on deposit in a financial institution, or specific cash amounts pledged to the applicant with a known and/or verifiable date of availability for the project, including grants.
 - 2.The value or fair rental value of any donated material or building
 - 3.The value of any lease on a building paid with other funding
 - 4.Any salary paid to staff to carry out the program
 - 5.The value of the time and services contributed by volunteers to carry out the program of the recipient at a current rate of \$5 per hour. Volunteers providing professional services such as medical or legal services are valued at the reasonable and customary rate in the community.

EEMERGENCY SHELTER GRANT AGREEMEN

Board of Supervisors
Resolution #2011-112
6:40 PM, February 15, 2011

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Emergency Shelter Grant Program (hereinafter referred to as "County") and the COMMUNITY HOUSING AND SHELTER SERVICES (hereinafter referred to as "Organization") on July 1, 2011.

WITNESSETH

WHEREAS, County has received a Emergency Shelter Grant ("ESG") from the Department of Housing and Urban Development ("HUD") under subtitle B of title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11371-11378); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2011-112, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such an Emergency Shelter Program; and

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

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

1. SCOPE OF WORK.

1.1 **General Scope.** Organization shall provide services under its Homeless Prevention Program as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.

1.2 **Term.** The services of Organization are to commence on July 1, 2011, and end on June 30, 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. COMPENSATION.

2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$40,563, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.

2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn on a quarterly basis as follows: (1) Organization may request a first draw of such funds after September 15, 2011; (2) A second draw after December 15, 2011; (3) A third draw after March 15, 2012; (4) A fourth and final draw after June 15, 2012; provided, however, that all complete draw requests must be received before June 30, 2012.

2.3 **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. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be

completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15, 2012, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

2.4 **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 requests for funds pursuant to this Agreement.

2.5 **Matching funds.** In accordance with 24 CFR 576.51, Organization agrees to provide evidence of match funding with every Request for Funds. Eligible match funds may be from any source, such as State, local, and private sources, provided that funds from the other source are not statutorily prohibited to be used as a match. In calculating the amount of matching funds, in accordance with 42 U.S.C. 11375(a)(3), the time contributed by volunteers shall be determined at the rate of \$5 per hour. For purposes of this paragraph, Organization will determine the value of any donated material or building, or of any lease, using a method reasonably calculated to establish a fair market value.

3. USE OF FUNDS.

3.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be in accordance with of subtitle B of title IV of the Stewart B. McKinney Homeless Assistance Act, 42 U.S.C. 11371-11378, 24 CFR 576 and other regulations governing the Emergency Shelter Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.

3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with ESG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.

3.3 **General Eligibility.** Eligibility of program participants, including but not limited to income, citizenship and Consortium area residency, shall be evaluated and documented prior to ESG program entry by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208.

3.4 **In-eligible Uses of Funds. In-eligible Uses of Funds.** In the event that Organization is found to have expended grant funds for in-eligible activities, not included within 24 CFR 576.21 or as described within 24 CFR 570.207 and OMB Circular No. A-122 "Cost Principals for Non-profit Organizations", such funds shall be returned to the County.

3.5 **Termination of Contract.** Pursuant to 24 CFR 85.43, suspension or termination of this agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience per 24 CFR 85.44.

(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.

3.6 **Reversion of Assets.** Upon grant expiration, or upon Organization becoming insolvent, Organization shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under Organization's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to Organization in the form of a loan) in excess of \$25,000 shall: (1) Be utilized in accordance with Section 3.1 General Use of Funds, of this agreement, until five years after expiration of the agreement; or (2) Not used in accordance with 3.1 of this agreement, in which event Organization shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-ESG grant funds for the acquisition of, or improvement to, the property. No payment is required five years after the expiration of this agreement. All returned grant funds or payments shall be treated by County as program income.

3.7 **Program Income.** Program income derived from the project, if any, shall revert to County for use in the Emergency Shelter Grant Program in accordance with 24 CFR 570.504(c).

3.8 **Habitability Standards.** In accordance with 42 U.S.C. 11376(c), all emergency shelters assisted with County ESG funds shall meet minimum standards of habitability ensuring that the appropriate privacy, safety, and sanitary and other health-related conditions for homeless persons and families are provided.

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

4.1 **Quarterly Reports.** Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of ESG, including an estimate of the number of jobs created and/or retained by ESG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter.

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

4.3 **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).

4.4 **Data Required.** Organization shall maintain records documenting performance and attendance for each program participant.

4.5 **HMIS.** Organizations providing services to homeless individuals shall participate in a local Homeless Management Information System ("HMIS") to collect and report program participant-level information. 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.

4.6 **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.

4.7 **Privacy Procedures.** 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.

4.8 **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 any ESG Grant Funds for Fiscal Year 2010-2011 to be delivered to County by December 30, 2011. Organization agrees to provide additional audits upon request.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS.

6.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations".

6.2 **Reasonable Grant Costs.** A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.

6.3 **Allocable Grant Costs.** A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

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 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 services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.

8.2 Equal Participation of Religious Organizations. Under ESG, 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 ESG 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 ESG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If ESG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, ESG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a ESG-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 ESG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

8.3 **Section 3 Compliance.** Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons. .

8.4 **Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968.** Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.

8.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).

8.6 **Displacement, Relocation, Acquisition & Replacement of Housing.** Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.

8.7 **Eligibility Restrictions.** Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

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, which prohibits any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of ESG 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.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

9.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has

provided the appropriate disclosures to County.

10. DRUG-FREE WORK PLACE.

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

11. LEAD BASED PAINT POISONING PREVENTION.

11.1 **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.

12. GENERAL TERMS AND CONDITIONS.

12.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

12.2 **Other program requirements.** Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

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

12.4 **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.

12.5 **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.

12.6 **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.

12.7 **Integration.** This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.

12.8 **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: Planning Director,
1010 Tenth Street, Suite 3400
Modesto, CA 95354

To Organization: Community Housing and Shelter Services
Attn.: Kimberly Martinez, Board President
PO Box 986
Modesto, CA 95353

12.9 **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.

12.10 **Authorization.** 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.

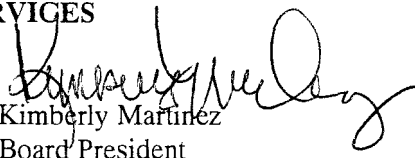
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

By: 
Kirk Ford, Director
Planning and Community Development

"County"

COMMUNITY HOUSING AND SHELTER SERVICES

By: 
Kimberly Martinez
Board President

"Organization"

APPROVED AS TO FORM:

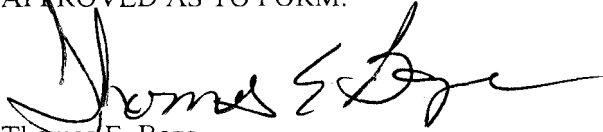

Thomas E. Boze
Deputy County Counsel



EXHIBIT A
Stanislaus County
Emergency Solutions Grant (ESG)
ESG Grant
For Fiscal Year 2011-2012

A. Project Summary Page

A-1 Project Title: Homeless Prevention Program
Amount Awarded: \$40,563
 Essential \$ 7,850 Operational \$ _____
 Homeless Prevention \$ 32,713 Rehab/Renovation \$ _____
Total Project Cost \$ 59,648.00 (should match Budget "Exhibit A")

A-2 Agency: Community Housing and Shelter Services
Agency Address: 936 McHenry Rm 131, Modesto, CA 95350
Phone: 209-527-0444 Fax: 209-575-9818
Incorporated year: 1981
501(c)(3): Yes or No Tax ID number: _____
DUNS Number (9 digit No.): _____

A-3 Contact Name: Kimberly Martinez Title: Board President
Contact Address (if different than above): PO Box 986, Modesto, CA 95353
Contact e-mail address: esther-rosas@sbcglobal.net
Contact Phone: 209-574-1151 Fax: 209-575-9818

A-4 Agency Type (check all that apply):
 Non-Profit For-Profit Government Faith-Based Institution of Higher Education

A-5 Number of unduplicated persons to be served by the project: 154

A-6 Summarized Project Description:

Funds will be used to provide rental/mortgage assistance to 44 households, 154 individuals. Households that have obtained a valid rental agreement and have not moved in, call our rental Assistance line and are screened for their eligibility to given deposit to move in. They must be residents of Stanislaus County and be at or below 80% of the median income for the County. An appointment is set and the household is given a list of documents they must provide. The rental assistance staff works with the household and the landlord, to obtain necessary information and documentation. The address and property owner are verified through the County Assessors office or a title company. Rent reasonableness is determined. Once all documents are received, a rental verification form is submitted to the landlord/property manager acknowledging that the household will be receiving assistance. The landlord/property manager must complete form and return it to CHSS within 2-3 business days so that a check can be mailed to them. Households requesting assistance to avoid eviction follow the same process, however they must provide a 3-day notice and written documentation of the emergency that has caused them not to pay their rent/mortgage creating the possibility of eviction. Households are required to attend the money management workshop.

EXHIBIT B



ESG BUDGET/PROJECT AMENDMENT
FY 2011-2012

Organization: CHSS

Project: Homeless Prevention

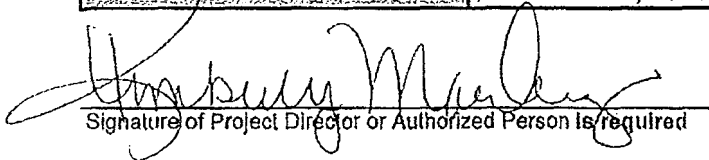
Project No: ESG-

Date: Jun. 10, 2011

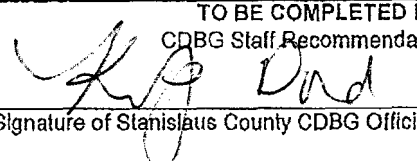
BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:

To allow for a reduced award based off of scoring criteria and funding caps and availability.
Target number of unduplicated individuals is 154 for FY 2011-2012.

| Budget Categories | Proposed Budget | County Approved Budget |
|--|------------------|------------------------|
| ESSENTIAL SERVICE COSTS | | |
| Salaries (See Exhibit C) \$ | 23,772.00 | \$ 7,850.00 |
| Fringe Benefits \$ | 876.00 | \$ 0.00 |
| Subtotal \$ | 24,648.00 | \$ 7,850.00 |
| OPERATIONAL SERVICE COSTS | | |
| Rent/Lease of Space (project only): \$ | 0.00 | \$ 0.00 |
| Janitorial: \$ | 0.00 | \$ 0.00 |
| Utilities: \$ | 0.00 | \$ 0.00 |
| Telephone/Internet Services: \$ | 0.00 | \$ 0.00 |
| Insurance (vehicle) \$ | 0.00 | \$ 0.00 |
| Supplies (Kitchen): \$ | 0.00 | \$ 0.00 |
| Printing: \$ | 0.00 | \$ 0.00 |
| Rental/Maintenance Equipment: \$ | 0.00 | \$ 0.00 |
| Food: \$ | 0.00 | \$ 0.00 |
| RENOVATION/REHAB COSTS | | |
| Conversion: \$ | 0.00 | \$ 0.00 |
| Major Rehab: \$ | 0.00 | \$ 0.00 |
| Renovation: \$ | 0.00 | \$ 0.00 |
| Subtotal: \$ | 0.00 | \$ 0.00 |
| HOMELESS PREVENTION COSTS | | |
| Utility Assistance: \$ | 0.00 | \$ 0.00 |
| Rental/Mortgage Assistance: \$ | 35,000.00 | \$ 32,713.00 |
| Subtotal: \$ | 35,000.00 | \$ 32,713.00 |
| GRAND TOTAL: \$ | 59,648.00 | \$ 40,563.00 |


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

Date: 7/1/11



EXHIBIT C

**FY 2011-2012 EMERGENCY SHELTER GRANTS PROGRAM
CERTIFICATIONS BY THE EXECUTIVE DIRECTOR/CHIEF EXECUTIVE
OFFICER/PRESIDENT OF**

Community Housing and Shelter Services

I, Kimberly Martinez, Board President of Community Housing and Shelter Services, certify that the agency will ensure the provision of the matching supplemental funds required by the regulation at 24 CFR 576.51. I have attached to this certification a description of the sources and amounts of such supplemental funds.

I further certify that the agency will comply with:

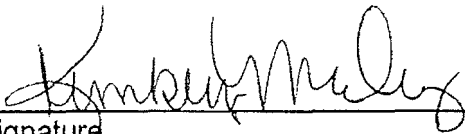
1. The requirements of 24 CFR 576.53 concerning the continued use of buildings for which emergency shelter grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services.
2. The building standards requirement of 24 CFR 576.55.
3. The requirements of 24 CFR 576.56, concerning assurances on services and
4. The requirements of 24 CFR 576.57, other appropriate provisions of 24 CFR Part 576, and other applicable Federal laws concerning nondiscrimination and equal opportunity.
5. The requirements of 24 CFR 576.59(b) concerning the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
6. The requirement of 24 CFR 576.59 concerning minimizing the displacement of persons as a result of a project assisted with these funds.
7. The requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988.
8. The requirements of 24 CFR 576.56(a) and 576.65(b) that grantees develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted with ESG funds and that the address or location of any family violence shelter project will not be made public, except with written authorization of the person or persons responsible for the operation of such shelter.
9. The requirement that the recipients involve themselves, to the maximum extent practicable and where appropriate, homeless individuals and families in policymaking, renovating, maintaining, and operating facilities assisted under the ESG program, and in providing services for occupants of these facilities as provided by 24 CFR 76.56.
10. The requirements of 24 CFR 576.57(e) are met dealing with the provisions of, and regulations and procedures applicable with respect to the environmental review responsibilities under the National Environmental Policy Act of 1969 and related authorities as specified in 24 CFR Part 58.
11. The requirements of 24 CFR 576.21(a)(4) providing that the funding of homeless prevention activities for families that have received eviction notices or notices of

~~Termination of utility services will meet the requirements that (A) the inability of~~
the family to make the required payments must be the results of a sudden
reduction in income; (B) the assistance must be necessary to avoid eviction of
~~the family or termination of the services to the family;~~ (C) there must be a
reasonable prospect that the family will be able to resume payments within a
reasonable period of time; and (D) the assistance must not supplant funding for
preexisting homeless prevention activities from any other source.

12. The new requirement of the McKinney-Vento Act (42 USC 11362) to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. I further understand that State and local governments are primarily responsible for the care of these individuals, and that ESG funds are not to be used to assist such person in place of State and local resources.

13. HUD's standards for participation in a local Homeless Management Information System (HMIS) and the collection and reporting of client-level information.

I further certify that the submission of a completed and approved Emergency Shelter Grant (ESG) application with its certifications, that the agency possesses legal authority to carry out grant activities in accordance with the applicable laws and regulations of the U.S. Department of Housing and Urban Development.

By: 
Signature

6-28-11
Date

Kimberly Martinez
Typed Name of Signatory

Board President
Title

**EMERGENCY SHELTER GRANT PROGRAM
ESG CERTIFICATIONS**

The Emergency Shelter Grantee certifies that:

Major rehabilitation/conversion – It will maintain any building for which assistance is used under the ESG program as a shelter for homeless individuals and families for at least 10 years. If the jurisdiction plans to use funds for rehabilitation (other than major rehabilitation or conversion), the applicant will maintain any building for which assistance is used under the ESG program as a shelter for homeless individuals and families for at least 3 years.

Essential Services – Where assistance involves essential services or maintenance, operation, insurance, utilities and furnishings, it will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure as long as the same general population is served.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – It will assist homeless individuals in obtaining appropriate supportive services, including permanent housing, medical and mental health treatment, counseling, supervision, and other service essential for achieving independent living, and other Federal State, local, and private assistance.

Matching Funds – It will obtain matching amounts required under 24 CFR §576.71.

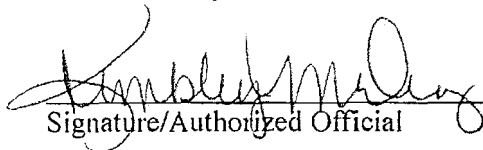
Confidentiality – It will develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, it will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, operating facilities, and providing services assisted through this program.

Consolidated Plan – It is following a current HUD-approved Consolidated Plan or CHAS.

Discharge Policy—It has established a policy for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

HMIS – It will comply with HUD's standards for participation in a local Homeless Management Information System and the collection and reporting of client-level information.


Signature/Authorized Official

6-28-11
Date

Kimberly Martinez, Board President
Title

ESG FY 2011-2012

Other Funding Sources

Identify all sources of funding by agency or donor and amount of funds that are anticipated to be utilized for this project. These funding sources should correspond with your proposed budget (Exhibit A). Match funds are required for ESG funds (see details below).

| Source of Funds: (agency/agency name) | Type of Funds: (i.e., CDBG, HOME, ESG, HOPWA, other Federal Funds, State/Local, Private, fees, contributions, special events, volunteers, other...) | Amount of Funds: (list amount received or anticipated) | Funding Status: (i.e., cash on hand, grant awarded, etc.) Committed, Pending, & Not yet requested |
|---|---|---|--|
| City of Modesto Public Service Grant Funds | Federal CDBG funds | \$40,000.00 | Not Requested |
| EFSP | Federal | \$40,000.00 | Committed |
| HUD | Federal | \$88,247.00 | Committed |
| HUD | Federal | \$99,999.00 | Committed |
| County | ESG | \$40,563.00 | Committed |
| City of Modesto Public Service Grant Funds | ESG | \$40,000.00 | Not Requested |
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| Total funding sources for this project | | \$348,809.00 | |

Should match detailed budget (Exhibit A)

ESG Match Amount

Guidelines:

The following can be used for matching ESG

This total should equal your project budget total

EEMERGENCY SHELTER GRANT AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Emergency Shelter Grant Program (hereinafter referred to as "County") and the WE CARE OF TURLOCK (hereinafter referred to as "Organization") on July 1, 2011.

WITNESSETH

WHEREAS, County has received a Emergency Shelter Grant ("ESG") from the Department of Housing and Urban Development ("HUD") under subtitle B of title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11371-11378); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2011-112, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such an Emergency Shelter Program; and

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

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

1. SCOPE OF WORK.

1.1 **General Scope.** Organization shall provide services under its Homeless Prevention Program as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.

1.2 **Term.** The services of Organization are to commence on July 1, 2011, and end on June 30, 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. COMPENSATION.

2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$10,969, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.

2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn on a quarterly basis as follows: (1) Organization may request a first draw of such funds after September 15, 2011; (2) A second draw after December 15, 2011; (3) A third draw after March 15, 2012; (4) A fourth and final draw after June 15, 2012; provided, however, that all complete draw requests must be received before June 30, 2012.

2.3 **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. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for grant funds that varies from

the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15, 2012, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

2.4 **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 requests for funds pursuant to this Agreement.

2.5 **Matching funds.** In accordance with 24 CFR 576.51, Organization agrees to provide evidence of match funding with every Request for Funds. Eligible match funds may be from any source, such as State, local, and private sources, provided that funds from the other source are not statutorily prohibited to be used as a match. In calculating the amount of matching funds, in accordance with 42 U.S.C. 11375(a)(3), the time contributed by volunteers shall be determined at the rate of \$5 per hour. For purposes of this paragraph, Organization will determine the value of any donated material or building, or of any lease, using a method reasonably calculated to establish a fair market value.

3. USE OF FUNDS.

3.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be in accordance with of subtitle B of title IV of the Stewart B. McKinney Homeless Assistance Act, 42 U.S.C. 11371-11378, 24 CFR 576 and other regulations governing the Emergency Shelter Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.

3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with ESG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.

3.3 **General Eligibility.** Eligibility of program participants, including but not limited to income, citizenship and Consortium area residency, shall be evaluated and documented prior to ESG program entry by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208.

3.4 **In-eligible Uses of Funds. In-eligible Uses of Funds.** In the event that Organization is found to have expended grant funds for in-eligible activities, not included within 24 CFR 576.21 or as described within 24 CFR 570.207 and OMB Circular No. A-122 "Cost Principals for Non-profit Organizations", such funds shall be returned to the County.

3.5 **Termination of Contract.** Pursuant to 24 CFR 85.43, suspension or termination of this agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience per 24 CFR 85.44.

(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.

3.6 **Reversion of Assets.** Upon grant expiration, or upon Organization becoming insolvent, Organization shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under Organization's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to Organization in the form of a loan) in excess of \$25,000 shall: (1) Be utilized in accordance with Section 3.1 General Use of Funds, of this agreement, until five years after expiration of the agreement; or (2) Not used in accordance with 3.1 of this agreement, in which event Organization shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-ESG grant funds for the acquisition of, or improvement to, the property. No payment is required five years after the expiration of this agreement. All returned grant funds or payments shall be treated by County as program income.

3.7 **Program Income.** Program income derived from the project, if any, shall revert to County for use in the Eemergency Shelter Grant Program in accordance with 24 CFR 570.504(c).

3.8 **Habitability Standards.** In accordance with 42 U.S.C. 11376(c), all emergency shelters assisted with County ESG funds shall meet minimum standards of habitability ensuring that the appropriate privacy, safety, and sanitary and other health-related conditions for homeless persons and families are provided.

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

4.1 **Quarterly Reports.** Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of ESG, including an estimate of the number of jobs created and/or retained by ESG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter.

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

4.3 **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).

4.4 **Data Required.** Organization shall maintain records documenting performance and attendance for each program participant.

4.5 **HMIS.** Organizations providing services to homeless individuals shall participate in a local Homeless Management Information System ("HMIS") to collect and report program participant-level information. 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.

4.6 **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.

4.7 **Privacy Procedures.** 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.

4.8 **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 any ESG Grant Funds for Fiscal Year 2010-2011 to be delivered to County by December 30, 2011. Organization agrees to provide additional audits upon request.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS.

6.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations".

6.2 **Reasonable Grant Costs.** A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.

6.3 **Allocable Grant Costs.** A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

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 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 services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.

8.2 Equal Participation of Religious Organizations. Under ESG, 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 ESG 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 ESG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If ESG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, ESG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a ESG-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 ESG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

8.3 **Section 3 Compliance.** Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons. .

8.4 **Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968.** Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.

8.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).

8.6 **Displacement, Relocation, Acquisition & Replacement of Housing.** Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.

8.7 **Eligibility Restrictions.** Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

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, which prohibits any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of ESG 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.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

9.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has

provided the appropriate disclosures to County.

10. DRUG-FREE WORK PLACE.

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

11. LEAD BASED PAINT POISONING PREVENTION.

11.1 **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.

12. GENERAL TERMS AND CONDITIONS.

12.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

12.2 **Other program requirements.** Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

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

12.4 **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.

12.5 **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.

12.6 **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.

12.7 **Integration.** This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.

12.8 **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: Planning Director,
1010 Tenth Street, Suite 3400
Modesto, CA 95354

To Organization: We Care of Turlock
Attn.: Bill Sturtevant, Board President
P.O. Box 1291
Turlock, CA 95381


12.9 **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.

12.10 **Authorization.** 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
Board President


"Organization"

APPROVED AS TO FORM:

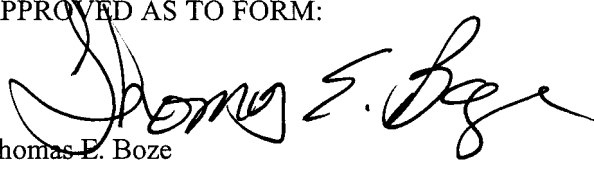

Thomas E. Boze
Deputy County Counsel

EXHIBIT A



Stanislaus County
Emergency Solutions Grant (ESG)
ESG Grant
For Fiscal Year 2011-2012

A. Project Summary Page

A-1 Project Title: We Care Emergency Cold Weather Shelter - Turlock
Amount Received: Essential \$ _____ Operational \$ 10,969.00
 Homeless Prevention \$ _____ Rehab/Renovation \$ _____
Total Project Cost \$ 75,650.00

A-2 Agency: We Care Program - Turlock
Agency Address: 219 S. Broadway, Turlock, CA 95380
Phone: (209) 664-2003 Fax: (209) 664-2003
Incorporated year: 2003 501(c)(3): Yes or No Tax ID number: 20-1843967
DUNS Number (9 digit No.): 179569772

A-3 Contact Name: Bill Sturtevant Title: President
Contact Address (if different than above): P.O. Box 1291 Turlock, CA 95381
Contact e-mail address: mjsturdy@aol.com
Contact Phone: (209) 277-9476 Fax: (209) 664-2003

A-4 Agency Type (check all that apply):
 Non-Profit For-Profit Government Faith-Based Institution of Higher Education

A-5 Number of unduplicated persons to be served by this project: 138

A-6 Summarized Project Description:

The We Care Program (WCP) Emergency Cold Weather Shelter serves men over the age of 18 that fall at or below 80% of the area median income for Stanislaus County. The WCP's Cold Weather Shelter has the capacity to shelter 34 homeless individuals a night during the worst part of the winter. The Shelter will operate from December 1, 2011 to March 31, 2012, seven days a week from 6:30 p.m. to 8:00 a.m. Nutritious meals are provided nightly by various churches, organizations, clubs, individual families, and CSU Stanislaus faculty and students. Support services and referrals are also offered. Services include alcohol recovery programs, seminars on health and wellness, employment services, life skills training, and public notary services. Our shelter program provides homeless individuals with a safe place to sleep and access to programs that can assist them to move out of homelessness. WCP received grant monies from the Stanislaus County Homeless Prevention and Rapid Re-housing Program (HPRP) to assist chronically homeless individuals in acquiring permanent housing. HPRP has moved 11 individuals out of the WCP shelter and into permanent housing. Our agency shelters men who do not have an alternative means of obtaining shelter meant for human habitation during the worst part of the winter. WCP provides the opportunity to sleep in a warm environment in place of sleeping in a doorway, an abandoned building, or out in the inclement weather. Providing shelter for the homeless benefits the larger community by reducing health and safety costs incurred by seasonal illness and exposure to the elements. Shelter residents are provided nutritious dinners which are served nightly to every individual who stays at the shelter. Individuals who are eating nutritious meals on a regular basis experience greater instances of wellness.

EXHIBIT B



**ESG BUDGET
FY 2011-2012**

Organization: We Care

Project: Winter Shelter

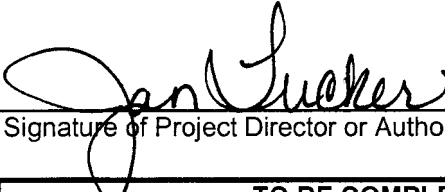
Project No: ESG-

Date: 27-Jun-11

BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:

No Modifications, solely for grant Agreement purposes. Number of individuals to be served is 138.

| Budget Categories | Proposed Budget | County Approved Budget |
|---|------------------|------------------------|
| ESSENTIAL SERVICE COSTS | | |
| Salaries (See Exhibit C) \$ | 0.00 | \$ 0.00 |
| Fringe Benefits \$ | 0.00 | \$ 0.00 |
| Subtotal \$ | 0.00 | \$ 0.00 |
| OPERATIONAL SERVICE COSTS | | |
| Rent/Lease of Space (<i>project only</i>): \$ | 0.00 | \$ 0.00 |
| Security: \$ | 3,669.00 | \$ 8,745.00 |
| Utilities: \$ | 4,000.00 | \$ 2,224.00 |
| Telephone/Internet Services: \$ | 0.00 | \$ 0.00 |
| Insurance (General Liability) \$ | 3,300.00 | \$ 0.00 |
| Supplies (Kitchen): \$ | 0.00 | \$ 0.00 |
| Printing: \$ | 0.00 | \$ 0.00 |
| Van Fuel/Maintenance: \$ | 0.00 | \$ 0.00 |
| Food: \$ | 0.00 | \$ 0.00 |
| Subtotal: \$ | 10,969.00 | \$ 10,969.00 |
| RENOVATION/REHAB COSTS | | |
| Conversion: \$ | 0.00 | \$ 0.00 |
| Major Rehab: \$ | 0.00 | \$ 0.00 |
| Renovation: \$ | 0.00 | \$ 0.00 |
| Subtotal: \$ | 0.00 | \$ 0.00 |
| HOMELESS PREVENTION COSTS | | |
| Utility Assistance : \$ | 0.00 | \$ 0.00 |
| Rental/Mortgage Assistance : \$ | 0.00 | \$ 0.00 |
| Subtotal: \$ | 0.00 | \$ 0.00 |
| GRAND TOTAL: \$ | 10,969.00 | \$ 10,969.00 |


 Signature of Project Director or Authorized Person is required

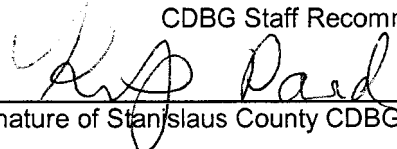
TO BE COMPLETED BY CDBG MONITORING STAFF:
 CDBG Staff Recommendation: Approve or Deny (Circle one)

 Signature of Stanislaus County CDBG Official
 Date: 12/7/2011

EXHIBIT C

**PUBLIC SERVICE GRANTEE
FY 2011-2012 EMERGENCY SHELTER GRANTS PROGRAM
CERTIFICATIONS BY THE EXECUTIVE DIRECTOR/CHIEF EXECUTIVE
OFFICER/PRESIDENT OF**

We Care of Turlock

I, Bill Sturtevant, Board President of We Care of Turlock, certify that the agency will ensure the provision of the matching supplemental funds required by the regulation at 24 CFR 576.51. I have attached to this certification a description of the sources and amounts of such supplemental funds.

I further certify that the agency will comply with:

1. The requirements of 24 CFR 576.53 concerning the continued use of buildings for which emergency shelter grants are used for rehabilitation or conversion of buildings for use as emergency shelters for the homeless; or when funds are used solely for operating costs or essential services.
2. The building standards requirement of 24 CFR 576.55.
3. The requirements of 24 CFR 576.56, concerning assurances on services and
4. The requirements of 24 CFR 576.57, other appropriate provisions of 24 CFR Part 576, and other applicable Federal laws concerning nondiscrimination and equal opportunity.
5. The requirements of 24 CFR 576.59(b) concerning the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
6. The requirement of 24 CFR 576.59 concerning minimizing the displacement of persons as a result of a project assisted with these funds.
7. The requirements of 24 CFR Part 24 concerning the Drug Free Workplace Act of 1988.
8. The requirements of 24 CFR 576.56(a) and 576.65(b) that grantees develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted with ESG funds and that the address or location of any family violence shelter project will not be made public, except with written authorization of the person or persons responsible for the operation of such shelter.
9. The requirement that the recipients involve themselves, to the maximum extent practicable and where appropriate, homeless individuals and families in policymaking, renovating, maintaining, and operating facilities assisted under the ESG program, and in providing services for occupants of these facilities as provided by 24 CFR 76.56.
10. The requirements of 24 CFR 576.57(e) are met dealing with the provisions of, and regulations and procedures applicable with respect to the environmental review responsibilities under the National Environmental Policy Act of 1969 and related authorities as specified in 24 CFR Part 58.

ESG CERTIFICATIONS
EMERGENCY SHELTER GRANT PROGRAM
ESG CERTIFICATIONS

The Emergency Shelter Grantee certifies that:

Major rehabilitation/conversion – It will maintain any building for which assistance is used under the ESG program as a shelter for homeless individuals and families for at least 10 years. If the jurisdiction plans to use funds for rehabilitation (other than major rehabilitation or conversion), the applicant will maintain any building for which assistance is used under the ESG program as a shelter for homeless individuals and families for at least 3 years.

Essential Services – Where assistance involves essential services or maintenance, operation, insurance, utilities and furnishings, it will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure as long as the same general population is served.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – It will assist homeless individuals in obtaining appropriate supportive services, including permanent housing, medical and mental health treatment, counseling, supervision, and other service essential for achieving independent living, and other Federal State, local, and private assistance.

Matching Funds – It will obtain matching amounts required under 24 CFR §576.71.

Confidentiality – It will develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, it will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, operating facilities, and providing services assisted through this program.

Consolidated Plan – It is following a current HUD-approved Consolidated Plan or CHAS.

Discharge Policy—It has established a policy for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons.

HMIS – It will comply with HUD's standards for participation in a local Homeless Management Information System and the collection and reporting of client-level information.



Signature/Authorized Official

12-8-2011

Date

Bill Sturtevant , Board President

Title

11. The requirements of 24 CFR 576.21(a)(4) providing that the funding of homeless prevention activities for families that have received eviction notices or notices of termination of utility services will meet the requirements that: (A) the inability of the family to make the required payments must be the results of a sudden reduction in income; (B) the assistance must be necessary to avoid eviction of the family or termination of the services to the family; (C) there must be a reasonable prospect that the family will be able to resume payments within a reasonable period of time; **and** (D) the assistance must not supplant funding for preexisting homeless prevention activities from any other source.

12. The new requirement of the McKinney-Vento Act (42 USC 11362) to develop and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. I further understand that State and local governments are primarily responsible for the care of these individuals, and that ESG funds are not to be used to assist such person in place of State and local resources.

13. HUD's standards for participation in a local Homeless Management Information System (HMIS) and the collection and reporting of client-level information.

I further certify that the submission of a completed and approved Emergency Shelter Grant (ESG) application with its certifications, that the agency possesses legal authority to carry out grant activities in accordance with the applicable laws and regulations of the U.S. Department of Housing and Urban Development.

By: Bill Sturtevant
Signature

12-8-2011
Date

Bill Sturtevant
Typed Name of Signatory

Board President
Title

**COUNTY OF STANISLAUS
STANDARD AGREEMENT**

Board of Supervisors
Resolution #2011-112
6:40 PM, February 15, 2011

Agreement Number:

1. This Agreement is entered into between the Stanislaus County Planning and Community Development and the following named Sub-Recipient: The Housing Authority of the County of Stanislaus "Sub-Recipient"
(If other than an individual, state whether a corporation, partnership, etc.): a local public entity

2. The term of this Agreement is: From January 1, 2012 to June 30, 2013

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

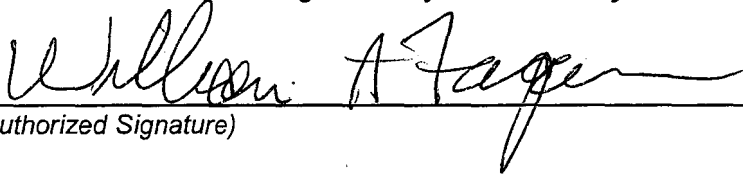
4. The parties agree to comply with the terms and conditions of the following exhibits, which by this reference, are made a part of the Agreement:

- (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 January 1, 2012
(Date)

CONTRACTOR

Contractor's Name: Housing Authority of the *County of Stanislaus*



By *(Authorized Signature)*

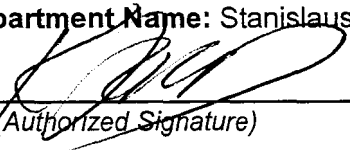
William A. Fagan, Executive Director
Printed Name and Title of Person Signing

Mailing Address:
P.O. Box 581918
Modesto, CA 95358-0033

Taxpayer Identification/Social Security No.:

COUNTY OF STANISLAUS

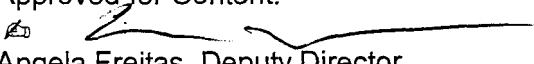
Department Name: Stanislaus County Planning and Community Development



By *(Authorized Signature)*

Kirk Ford, Executive Director
Printed Name and Title of Person Signing

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

Approved for Content:

Angela Freitas, Deputy Director

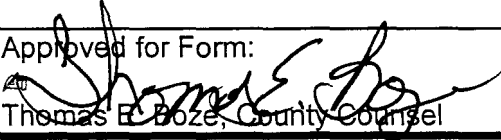
Approved for Form:

Thomas R. 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) Program Income

1.0 **GENERAL SCOPE OF WORK:** To administer the energy efficiency and weatherization improvement program throughout the CDBG Consortium and within County unincorporated areas, 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: \$135,000**

Allocation amount is a projection of Program Income generated from CDBG-R contract funds. The amount of Program Income generated may be less and shall be subject to the following "not to exceed" amounts per category (amounts may be less subject to actual Program Income generated):

\$106,000 – Direct costs associated with energy efficiency and weatherization improvements of residential housing units under the Stanislaus County Neighborhood Stabilization Program (NSP).

\$15,500 – Costs associated with Sub-Recipient services reimbursable subject to activity delivery.

\$13,500 – Costs associated with the current CDBG-R intern to assist with implementation of the Plan.

3.0 **SUB-RECIPIENT SERVICES:**

3.1 The Sub-Recipient shall provide the following services:

- a. Assess housing unit needs for upgrades and develop Scope-of-Work plans for rehabilitation and energy efficiency/weatherization improvements.
- b. Conduct contractor-bidding and selection process for rehabilitation and, when applicable, for energy efficiency and weatherization improvement services.
- c. Award contracts and monitor project energy efficiency and weatherization retrofit progress through completion.
- d. 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, and contain complete records including, but not limited to:
 - i. Environmental Work including: Level of Review and Statutory Worksheet
 - ii. Project Description/Scope of Work including system specifications
 - iii. Weatherization Audit and Weatherization Improvements Checklist
 - iv. Verification of Contractor Eligibility via Contractor's State License Board (CSLB) and Excluded Parties List System (EPLS) and
 - v. Contractor Insurance/Bond
 - vi. RFP/RFQ Documents
 - vii. List of Contractors Involved in Bid Process
 - viii. Bid Opening Sign-in Sheet
 - ix. Project Contract(s)

- x. Section 3 Verification/Documentation
- xi. Copy of Building Permits and Plans
- xii. Recorded Notice of Completion
- xiii. System Warranty Information
- xiv. Before, During, and After Project Photos
- xv. Meeting Minutes Related to Project/Contractor Meetings
- xvi. Source Documents Supporting Accounting Transactions,
- xvii. Proof of Contractor Payments
- xviii. Request for Funds With Supporting Documentation
- xix. 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.

e. 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 Sub-Recipient 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, Integrated Disbursement and Information System (IDIS), and any quarterly reports required by the County.

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

3.4 The Sub-Recipient 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 Sub-Recipient shall be compensated in a total amount not to exceed \$135,000 (the "maximum contract amount") for the services provided under this agreement as follows:

4.1 Sub-Recipient will receive 11.5% of the allocation for activity delivery fees in an amount not to exceed \$15,500 and shall be disbursed subject to activity delivery.

4.2 The Sub-Recipient shall request reimbursements of incidental expenditures and cost within fifteen (15) days of the expenditure. Allowable cost will be determined through County and Sub-Recipient agreement. In the case of a single expenditure in excess of Two Thousand Dollars (\$2,000.00), the Sub-Recipient 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 Sub-Recipient 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 Sub-Recipient within thirty (30) days of the receipt of the invoice.

5.0 **DISPUTE RESOLUTION:**

5.1 The Sub-Recipient 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 the 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 Sub-Recipient 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.

Community Development Block Grant (CDBG)



Urban County

PowerPoint Presentation

**Fiscal Year 2011-2012
Annual Action Plan and
Fiscal Year 2007-2012
Consolidated Plan Amendment
Community Development
Block Grant (CDBG)**

Fiscal Year 2007-2012 Consolidated Plan Amendment

- The current CDBG Consortium (Urban County) consists of:
 - Stanislaus County
 - Ceres
 - Newman
 - Oakdale
 - Patterson
 - Waterford

- The City of Hughson is scheduled to join the Urban County, effective Fiscal Year 2011-2012.

U.S. Housing & Urban Development (HUD)

CDBG Objectives:

- ✓ Directly benefit low and moderate income people.
- ✓ Prevent/eliminate slum and blight conditions.
- ✓ Meet a particular urgent community development need.

** CDBG funds must not be used to supplant existing state or federal funds .*

FY 2011-2012 Entitlement Allocation

| | |
|-------|-------------------|
| CDBG | \$ 2,691,538 |
| ESG | <u>\$ 109,464</u> |
| Total | \$ 2,801,002 |

FY 2011-2012

Estimated Allocation Breakdown

| | |
|-----------------------------------|---------------------------|
| CDBG Total Allocation | \$ 2,691,538 |
| County Administration | <u>-\$ 374,307</u> |
| | \$ 2,314,723 |
| Public Services Program | <u>-\$ 269,154</u> |
| Fair Housing Activities | <u>-\$ 44,000</u> |
| Econ. Devt./Work. Devt. | <u>-\$ 40,000</u> |
| Consortium Project Balance | \$ 1,964,077* |

*Remaining \$1,964,077 will be distributed to the participating jurisdictions based on Population and Poverty Criteria

Urban County

Estimated CDBG Fund Distribution

| | |
|----------------------------|--------------------|
| ■ <u>Stanislaus County</u> | <u>\$664,574</u> |
| ■ <u>City of Ceres</u> | <u>\$268,589</u> |
| ■ <u>City of Hughson</u> | <u>\$171,391</u> |
| ■ <u>City of Newman</u> | <u>\$198,766</u> |
| ■ <u>City of Oakdale</u> | <u>\$230,672</u> |
| ■ <u>City of Patterson</u> | <u>\$243,064</u> |
| ■ <u>City of Waterford</u> | <u>\$187,021</u> |
| TOTAL: | \$1,964,077 |

CDBG Public Service Recommendations

| | |
|---|------------------|
| ▪ <u>Center for Human Services</u> | \$ 46,000* |
| ▪ <u>Children's Crisis Center</u> | \$ 52,000* |
| ▪ <u>DRAIL</u> | \$ 15,000 |
| ▪ <u>Family Promise</u> | \$ 12,680 |
| ▪ <u>Hughson FRC</u> | \$ 14,000 |
| ▪ <u>Parent Institute for Quality Education</u> | \$ 10,000 |
| ▪ <u>Parent Resource Center</u> | \$ 16,000 |
| ▪ <u>Second Harvest Food Bank</u> | \$ 35,000* |
| ▪ <u>Stanislaus Family Justice Center</u> | \$ 3,474 |
| ▪ <u>United Cerebral Palsy of Stan Co.</u> | \$ 20,000* |
| ▪ <u>United Samaritans Foundation</u> | \$ 29,000* |
| ▪ <u>Westside Food Pantry</u> | \$ 16,000 |
| TOTAL | \$269,154 |

* Recommended for more than one award based upon different activity type and service area.

Emergency Solutions Grant (ESG) Recommendations

- Children's Crisis Center \$ 24,220
- CHSS - Homeless Prevention: \$ 40,563
- Family Promise \$ 18,900
- We Care – Emergency Shelter: \$ 17,724
- Administration: \$ 8,057

HOME Program

- Effective Fiscal Year 2011-2012, Stanislaus County will be the only Urban County member with a direct HOME contract with the City of Turlock (HOME program lead).
- Stanislaus County will become the administrator of HOME activities for remaining Urban County Cities
- HOME funds are used to address housing needs identified in the Consolidated Plan through:
 - First Time Homebuyer Down Payment Assistance
 - Housing Rehabilitation Programs
 - Partnerships with affordable housing providers.

FY 2011-2012 HOME Allocation Breakdown

HOME Total Allocation - \$ 1,535,537

*Final determination made by HOME Program Lead – the allocation will be distributed to the six participating jurisdictions based on Population and Poverty Criteria.

Staff Recommendations

Take actions 1 - 7 as outlined in the Board of Supervisors Staff Report, which includes approval of the Fiscal Year 2011-2012 Annual Action Plan and the Fiscal Year 2007-2012 Consolidated Plan Amendment to add the City of Hughson to the Urban County.





SHERRY TOUITOU
HOUSING PROGRAM SPECIALIST
stouitou@turlock.ca.us

DEVELOPMENT SERVICES
HOUSING PROGRAM SERVICES DIVISION
209-668-5542 EXT 2233

156 S. BROADWAY, SUITE 240 | TURLOCK, CA 95380 | MAIN 209-668-5610 | FAX 209-668-5120 | TDD 1-800-735-2929

November 9, 2011

Angela Freitas, Deputy Director
Planning and Community Development Department
1010 10th Street
Modesto, CA 95354
(209) 525-6330

Dear Angela Freitas,

Please find the enclosed original HOME Sub-Recipient Agreement for fiscal year 2011-2012.

If you have any questions please contact Maryn Pitt, the Housing Program Services Manager at (209) 668-5542 extension 2227.

Sincerely,

Sherry Touitou

Enclosure:
Original 2011-2012 HOME Sub-Recipient Agreement

NOV 17 2011



**ANNUAL FUNDING AGREEMENT
DESIGNATING STANISLAUS COUNTY
AS A SUB-RECIPIENT OF HOME INVESTMENT
PARTNERSHIP PROGRAM FUNDS
FISCAL YEAR 2011-2012**



THIS AGREEMENT is made and entered into this 22nd day of June 2011, by and between the **CITY OF TURLOCK**, hereafter called "CITY" and the **STANISLAUS COUNTY**, hereinafter called "STANISLAUS COUNTY."

WITNESSETH:

WHEREAS, STANISLAUS COUNTY has entered into a Cooperative Agreement as a member of the Stanislaus Urban County for HOME funds to the United States Department of Housing and Urban Development (HUD) and as such makes STANISLAUS COUNTY eligible to participate and a member jurisdiction in the HOME program; and

WHEREAS, the CITY and the Stanislaus Urban County have entered into a Cooperative Agreement to form the City of Turlock/Stanislaus County HOME Consortium to qualify for HOME Investment Partnership Act funds, funded by the U.S. Department of Housing and Urban Development; and

WHEREAS, the CITY serves as the lead agency of the Consortium, designated by HUD as the HOME Program Participating Jurisdiction; and

WHEREAS, the CITY and STANISLAUS COUNTY have determined that it is mutually beneficial to have CITY disburse HOME funds for HOME-eligible activities in STANISLAUS COUNTY; and

WHEREAS, STANISLAUS COUNTY must be designated a HOME Sub-recipient in order to directly execute contracts for HOME-funded activities;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Upon execution of this Agreement, STANISLAUS COUNTY shall be designated as a HOME Sub-recipient for 2011-2012 fiscal year funds for the purpose of administering HOME-eligible activities in STANISLAUS COUNTY, the funds for which shall be disbursed by the CITY. The maximum amount of fiscal year 2011-2012 HOME funds covered by this Agreement shall be Two Hundred Twenty-eight Thousand Eight Hundred Thirty-one and 69/100^{ths} Dollars (**\$228,831.69**), (\$214,271.2 program; \$14,560.49 administration). In the event that HUD reduces the HOME allocation to the Consortium, STANISLAUS COUNTY's allocation will be reduced proportionately.
2. STANISLAUS COUNTY acknowledges that there is a timeliness deadline in the expenditure of the allocated funds. Failure to expend the funds in a timely manner as set forth in the City of Turlock/Stanislaus County HOME Consortium Policies and Procedures may result in funds being redirected to other Consortium activities.
3. Activities - STANISLAUS COUNTY will be responsible for administering Fiscal year 2011-2012 HOME funds grant in a manner satisfactory to the CITY and consistent

with the standards, policies and procedures required as a condition of providing these funds. Such program will include the following activities eligible under the HOME Investment Partnership Grant Program (HOME).

- a. Activity #1- Funding will be provided for down payment assistant for income eligible families and persons who fulfill the criteria of the HOME program.
 - b. Activity #2- Funding will be provided for repairs and rehabilitation of homes of income eligible persona and families who meet the program criteria of the HOME program.
 - c. Activity #3 – Development and/ or construction of affordable housing units in accordance with HOME guidelines.
4. STANISLAUS COUNTY agrees that any HOME-eligible activities funded through this Agreement shall be confirmed with a written contract that contains the provisions specified in 24 CFR Part 92.504. In addition, any contract made between STANISLAUS COUNTY and another entity for the use of HOME funds pursuant to this Agreement shall comply with all applicable HOME regulations and shall be enforced by deed restriction. The form of the contract shall be approved by CITY in advance of its execution. A copy of all contracts for HOME-funded activities shall be sent to the CITY.
 5. STANISLAUS COUNTY agrees to abide by uniform administrative requirements stated in 24 CFR Part 92.505.
 6. Any and all notices, writings, correspondences, etc., as required by this Agreement shall be directed to STANISLAUS COUNTY and CITY as follows:

STANISLAUS COUNTY

CITY

Angela Freitas, Deputy Director
Planning and Community
Development Department
1010 10th Street
Modesto, CA 95354
(209) 525-6330

Maryn Pitt, Manager
Housing Program Services Division
156 South Broadway, Suite 140
Turlock CA 95380
(209) 668-5610

7. This Agreement shall be in effect until June 30, 2012, or until all fiscal year 2011-2012 HOME funds allocated to STANISLAUS COUNTY are disbursed to STANISLAUS COUNTY or for the duration of any regulatory agreement executed in conjunction with a project financed with fiscal year 2011-2012 HOME funds, whichever is longer.
8. CITY and STANISLAUS COUNTY shall maintain, on a current basis, complete records, including, but not limited to, contracts, books of original entry, source documents supporting accounting transactions, eligibility and service records as may be applicable, a general ledger, personnel and payroll records, canceled checks and related documents and records to assure proper accounting of funds and performance of this contract in accordance with HOME regulations. To the extent permitted by law, CITY and STANISLAUS COUNTY will also permit access to all books, accounts or records of any kind for purposes of audit or investigation, in order to ascertain compliance with the provisions of this contract.

Records shall be maintained for a period of five years or in accordance with 24 CFR Part 92.508(c), whichever is longer.

9. CITY and STANISLAUS COUNTY will cooperate in the preparation of, and will furnish any and all information required for reports to be prepared as may be required by HOME regulations including but not limited to the Consolidated Plan, the annual performance report and any quarterly reports required by CITY.
10. STANISLAUS COUNTY agrees that program income and assets will be retained by STANISLAUS COUNTY and must be accounted for and kept separately from other funds in compliance with HOME regulations.
11. Loan repayments, interest or other return on STANISLAUS COUNTY's investment of HOME funds disbursed through this contract shall be collected by STANISLAUS COUNTY and may retain payments for future activities funded with HOME funds in accordance with HOME regulations.
12. STANISLAUS COUNTY shall comply with all applicable laws, ordinances and codes of Federal, State and local governments, in the performance of this Agreement.
13. STANISLAUS COUNTY agrees to comply with all requirements, which are now, or which may hereafter be imposed by HUD for the HOME Program, as well as such requirements as may be imposed by the City of Turlock/Stanislaus County HOME Consortium.
14. STANISLAUS COUNTY shall be responsible for conducting the environmental review of any project assisted through this contract in compliance with the National Environmental Protection Act and 24 CFR 58. A copy of any such review shall be sent to the CITY for CITY's review, approval and formal acceptance.
15. STANISLAUS COUNTY agrees that it will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Acts of 1964, and that no person in the United States shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era veteran's status, political affiliation or any other non-merit factors be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available to CITY and STANISLAUS COUNTY pursuant to this contract.
 - a. Deny any services or other benefit provided under the program or activity;
 - b. Provide any service or other benefit which is different or is provided in a different form from that provided to others under the program or activity;
 - c. Subject to segregated or separate treatment in any facility in or in any manner or process related to receipt of any service or benefit under the program or activity;
 - d. Restrict in any way the enjoyment of any advantage or privilege enjoyed by other receiving any service or benefit under the program or activity;
 - e. Treat an individual differently from others in determining whether that individual satisfies any admission enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any services or

other benefit provided under the program or activity; or

- f. Deny an opportunity to participate in a program or activity as an employee.
16. If STANISLAUS COUNTY withdraws from the Consortium and it becomes a HOME Participating Jurisdiction, at STANISLAUS COUNTY's request and with HUD approval CITY shall transfer to STANISLAUS COUNTY any accounts receivable attributable to STANISLAUS COUNTY's allocation of HOME funds, any STANISLAUS COUNTY allocation of HOME funds, and any Program Income attributable to STANISLAUS COUNTY's HOME allocation on hand at the time STANISLAUS COUNTY withdraws from the Consortium. Along with this transfer, STANISLAUS COUNTY shall assume all obligations and responsibilities attributable to such funds.
17. If STANISLAUS COUNTY withdraws from the Consortium and does not become a HOME Participating Jurisdiction, CITY shall retain any accounts receivable attributable to STANISLAUS COUNTY's allocation of HOME funds, any STANISLAUS COUNTY allocation of HOME funds, and any Program Income attributable to STANISLAUS COUNTY's HOME allocation on hand at the time STANISLAUS COUNTY withdraws from the Consortium. CITY shall retain all obligations and responsibilities attributable to such funds.
18. As specified in 24 CFR Part 85.43 breach of this Agreement may result in the suspension or termination of STANISLAUS COUNTY as a sub-recipient of HOME funds.
19. Uniform Administration Requirements. Insofar as they are applicable to activities conducted hereunder, STANISLAUS COUNTY agrees to comply with the requirements of Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State and Local Governments", with Revised Circular A-102, "Grants and Cooperative Agreements with State and Local Governments", and 24 CFR Part 85 (the "common rule"), "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments".
20. Financial Management - Refer to Federal regulations 24 CFR Parts 84.20 and 85.20 and Treasury Circular 1075.
21. *Accounting Standards* - STANISLAUS COUNTY agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
22. *Auditing* - STANISLAUS COUNTY shall retain all books, records, and other documents to this contract for five (5) years after reconveyance and affordability period whichever is longer. The U.S. Comptroller General and his representatives are vested with the authority to examine any records of STANISLAUS COUNTY [or Contractor] or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or any subcontract; and interview any officer or employee of STANISLAUS COUNTY [or Contractor] or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions. Additionally, HOME provides authority for any representatives of an appropriate Inspector General to examine any records or interview any employee or officers of STANISLAUS COUNTY or its subcontractors working on this contract. STANISLAUS COUNTY is advised that

any representatives of an appropriate Inspector General appointed have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors, or other firms working on this contract. This right of examination shall also include inspection at all reasonable times of STANISLAUS COUNTY plans, or parts of them, engaged in performing the agreement. Any deficiencies noted in audit reports must be fully cleared by STANISLAUS COUNTY within thirty (30) days after receipt by STANISLAUS COUNTY. The CITY shall have, in addition to any other audit or inspection right in this contract, all the audit and inspection rights contained in this section.

23. *Close-outs* - STANISLAUS COUNTY obligation to the CITY shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the CITY), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this agreement shall remain in effect during any period that STANISLAUS COUNTY has control over HOME funds.
24. *Compliance* - STANISLAUS COUNTY shall comply with current HUD policy concerning uniform administrative requirements and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the CITY upon termination of this agreement. (Refer to 24 CFR Part 85).
25. *OMB Standards* - Unless specified otherwise within this agreement, STANISLAUS COUNTY shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.
26. *Land Covenants* - This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352). In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, STANISLAUS COUNTY shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the STANISLAUS COUNTY and the United States are beneficiaries of and entitled to enforce such covenants.

STANISLAUS COUNTY, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

27. *Architectural Barriers Act of 1968* - The Architectural Barriers Act of 1968 U.S.C. 4151 is applicable to this agreement and requires that the design of any facility constructed with funds from this title comply with the "American Standard Specifications for Making Buildings and Facilities Accessible, and Usable by, the Physically Handicapped," Number A-117.1-19 as modified (42 CFR 101-17.703). It will require that the design of any building constructed or rehabilitated with funds paid to STANISLAUS COUNTY by the CITY under this contract will comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Useable by the Physically Handicapped".

28. Section 504 - STANISLAUS COUNTY agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.
29. Affirmative Action - *Approved Plan* - STANISLAUS COUNTY agrees that it shall be committed to carry out pursuant to the applicable provisions of HOME regulations Section 92.351 the Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.
30. *Women and Minority-Owned Businesses (W/MBE)* - STANISLAUS COUNTY will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. STANISLAUS COUNTY may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
31. *Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement* - STANISLAUS COUNTY, in all solicitations or advertisements for employees placed by or on behalf of STANISLAUS COUNTY, state that it is an Equal Opportunity or Affirmative Action employer. (Refer to Home regulations 92.505, 41 CFR 60, Executive Orders 11246, 12086, 12 U. S. C. 1701 U.
32. Public notices, job vacancies should be published in minority publications whenever possible.
33. *Prohibited Activity* - STANISLAUS COUNTY is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.
34. No member, officer, or employee of the CITY or STANISLAUS COUNTY or their designees or agents, including employees and officers of community and advisory agencies that assist STANISLAUS COUNTY in developing the projects, who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with the program assisted under the grant. STANISLAUS COUNTY agrees to incorporate or cause to be incorporated in all its agreements with its designees or agents, and including the above described groups, and in all agreements, contracts and subcontracts for work to be performed in connection with the program assisted under the grant, including agreements with STANISLAUS COUNTY as defined in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply.

35. *Labor Standards* - HOME requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. The standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated into this contract and any subcontracts that that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).
36. *Prevailing Wage* - STANISLAUS COUNTY will comply with the minimum wage and maximum hourly provisions of the Fair Labor Standards Act, and applicable provisions of the Davis-Bacon Act and the Contract Work Hours Standards Act. Inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project should be directed to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.
37. *Salaries* - The salaries paid under this contract shall be in accordance with the following provision of OMB Circular A-87 and 24 CFR Part 92.207 (a) (1) Eligible Administrative and Planning Costs.
38. *General.* Compensation for personal services includes all remuneration, paid currently or accrued, for services rendered during the period of performance under the grant agreement, including but not necessarily limited to wages, salaries, and supplementary compensation and benefits. The costs of such compensation are allowable to the extent that total compensation for individual employees: (1) is reasonable for the service rendered, (2) follows an appointment made in accordance with State, Local, or Indian Tribal Government laws and rules and which meets Federal merit system or other requirements, where applicable. Compensation for employees engaged in federally assisted activities will be considered reasonable to the extent that it is consistent with that paid for similar work in other activities of the State, Local, or Indian Tribal Government. In cases where the kinds of employees required for the federally assisted activities are not found in the other activities of the State, Local, or Tribal Government, compensation will be considered reasonable to the extent that it is comparable to that paid for similar work in the labor market in which the employing government competes for the kind of employees involved. Compensation surveys providing data representative of the labor market involved will be an acceptable basis for evaluating reasonableness.
39. The CITY may, at its discretion, complete a salary comparability study within the intent of OMB Circular A-87, Paragraph 10(a).
40. "Section 3" Clause - Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the CITY. STANISLAUS COUNTY certifies and agrees that no contractual or other disability exists that would prevent compliance with these

requirements. STANISLAUS COUNTY further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement:

41. The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that agreements for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."
42. STANISLAUS COUNTY further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.
43. STANISLAUS COUNTY certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.
44. Notifications - STANISLAUS COUNTY agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
45. Subcontracts - STANISLAUS COUNTY will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the HUD. STANISLAUS COUNTY will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
46. STANISLAUS COUNTY shall comply with all applicable laws, ordinances and codes of Federal, State and local governments, in the performance of this Agreement.
47. STANISLAUS COUNTY agrees to comply with all requirements, which are now, or which may hereafter be imposed by HUD for the HOME Program, as well as such

requirements as may be imposed by the City of Turlock/Stanislaus County HOME Consortium.

48. STANISLAUS COUNTY agrees that it will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Acts of 1964, and that no person in the United States shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era veteran's status, political affiliation or any other non-merit factors be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available to CITY and STANISLAUS COUNTY pursuant to this contract.

49. To comply with the HOME regulation that funds be spent within 15 days of disbursement, STANISLAUS COUNTY shall request reimbursement of expenditures.

50. **IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by and through their respective officers' thereunto duly authorized.

CITY OF TURLOCK

STANISLAUS COUNTY

By: Roy W. Wasden
Roy W. Wasden, City Manager

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

APPROVED AS TO FORM:
By: Phaedra A. Norton
Phaedra A. Norton, City Attorney

APPROVED AS TO FORM:
By: Tom Boze
Tom Boze, County Counsel

ATTEST:
By: Rhonda Greenlee
Rhonda Greenlee, MMC, City Clerk