

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

DEPT: Planning and Community Development Af

BOARD AGENDA # 6:35 p.m.

Urgent  Routine

AGENDA DATE April 16, 2013

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Close the 30-day Public Comment Period and Conduct a Public Hearing to Consider Approval of the Fiscal Year 2013-2014 Annual Action Plan (AAP)

STAFF RECOMMENDATIONS:

1. Close the 30-day public comment period and conduct a public hearing.
2. Approve the Fiscal Year 2013-2014 Annual Action Plan.
3. Authorize the Chief Executive Officer to sign the Application for Federal Assistance (SF424).
4. Authorize the Chief Executive Officer to sign the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and Home Investment Partnerships (HOME) Certifications.

(Continued on Page 2)

FISCAL IMPACT:

General administration costs for the preparation and distribution of the Fiscal Year 2013-2014 Annual Action Plan are included in the Community Development Block Grant Budget. The funds for the implementation of the Fiscal Year 2013-2014 Annual Action Plan are derived entirely from the Community Development Block Grant Program and Emergency Solutions Grant Program administered by the Federal Department of Housing and Urban Development. There is no impact to the General Fund. The CDBG Program guidelines allow up to 20% of the annual funding allocation to be used for program administration.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2013-157

On motion of Supervisor Withrow, Seconded by Supervisor De Martini

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

MOTION: Amended Staff Recommendation No. 5 also authorizing the Chairman of the Board of Supervisors to sign Cooperation Agreements with each Stanislaus Urban County member; and, approved Staff Recommendations Nos. 1-7 as amended



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

**STAFF RECOMMENDATIONS: (Continued)**

5. Authorize the Chairman of the Board of Supervisors to sign the Fiscal Year 2013-2014 Allocation Agreements with each Stanislaus Urban County member.
6. 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, Neighborhood Stabilization Programs (NSP), CalHome, and any other programs identified in the Annual Action Plan. This authorization includes the use of any program income in accordance with applicable program guidelines.
7. Authorize the Planning and Community Development Department to incorporate any comments received prior to the close of the public comment period and during the public hearing in the final AAP.

**FISCAL IMPACT: (Continued)**

As the "lead entity" of the Stanislaus Urban County, Stanislaus County is allocated the majority of the annual administration funding. As "lead entity" Stanislaus County is responsible for preparation, adoption, and implementation of program plans (Consolidated Plan AAP, and Consolidated Annual Performance and Evaluation Report); monitoring the program and project files of each of the participating Stanislaus Urban County cities and each organization receiving funding; and enforcement of all applicable federal requirements. With the Board of Supervisors approval of the FY 2013-2014 AAP, the administration rate will be set at 20 % (with 16% allocated for the County's administration of the program), consistent with funding guidelines.

The Fiscal Year 2013-2014 grant allocation amount for all three of the programs is estimated to be \$2,378,325. This amount reflects a reduction in CDBG and HOME program allocations (14% and 15% respectively) from the previous fiscal year allocation. The ESG program allocation (\$198,932) is expected to be funded at the same level as the previous fiscal year. However, these projections do not consider what may occur as a result of the Federal government's 2013 sequestration budget cuts. Over the coming Consolidated Plan cycle (Fiscal Year 2012-2015), overall grant allocations for CDBG and HOME are projected to continue to decline; however, the amount of year-to-year decline is unknown.

**DISCUSSION:**

This is a request to close the 30-day public comment period and conduct a public hearing to consider approval of the Fiscal Year 2013-2014 Annual Action Plan.

Federal regulations require a 30-day public comment period prior to local approval of a Consolidated Plan (CP) and/or an Annual Action Plan (AAP). Copies of the draft AAP to be considered for approval have been available for review since March 5, 2013 at the

Planning Departments of each member of the Stanislaus Urban County, and online at <http://www.stancounty.com/planning/index-cdbg.shtm>. The version being proposed for adoption includes some minor changes updating the citizen comment summary (Pages 18-21), clarifying language relating to annual allocations and infrastructure projects (Page 67-68), as well as economic development (Pages 69-70) and updated project bounding for the City of Ceres (Page 71).

The following discussion provides an overview of the actions to be considered as part of this item:

### **FISCAL YEAR 2013-2014 ANNUAL ACTION PLAN (AAP)**

Currently, Stanislaus County, along with the cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford, form what is known as the Stanislaus County Community Development Block Grant (CDBG) Urban County (hereafter referred to as the "Stanislaus Urban County") and is annually allocated CDBG and ESG funds from the U.S. Department of Housing and Urban Development (HUD).

The AAP is part of the Stanislaus Urban County's CDBG Consolidated Plan (CP), and describes the specific HUD funded programs and projects that will be carried out during Fiscal Year 2013-2014. The following is an overview of the programs and projects identified in the AAP by grant and funding types:

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

The Stanislaus Urban County CDBG and ESG combined allocation for Fiscal Year 2013-2014 is estimated to be:

• CDBG	\$1,696,554
• ESG	\$ 198,932
TOTAL	\$1,895,486

The CDBG allocation estimate reflects a 14% reduction from the current fiscal year allocation. This projection does not take into consideration what may occur as a result of the federal government's 2013 sequestration budget cuts. Final allocation amounts for each Stanislaus Urban County member are subject to change based on final HUD grant allocations.

The allocations to each respective Stanislaus Urban County member are determined based on U.S. Census poverty and population data formula, after deducting administration, fair housing, and public service allocations from original allocation. The following is a summary of funding distribution among Urban County members and special programs based on the projected allocation. Final allocation amounts will be adjusted once Fiscal Year 2013-2014 award amounts are confirmed by HUD, using the same poverty and population formula. Planning staff will make the necessary budget adjustments to be

submitted to HUD, and will be reflected in the Special Revenue Grants Fiscal Year 2013-2014 Proposed and Final Budgets.

**TABLE ONE  
CDBG AND ESG ALLOCATION ESTIMATES**

<b>Stanislaus Urban County Member</b>	<b>Activities</b>	<b>Administration</b>	<b>Total</b>
<b>Ceres</b>	\$185,070	\$11,876	\$196,946
<b>Hughson</b>	\$92,564	\$11,876	\$104,440
<b>Newman</b>	\$105,116	\$11,876	\$ 116,992
<b>Oakdale</b>	\$115,982	\$11,876	\$127,858
<b>Patterson</b>	\$104,999	\$11,876	\$116,875
<b>Waterford</b>	\$96,399	\$11,876	\$108,275
<b>Stanislaus County</b>	\$462,458	\$268,055	\$730,513
<b>Public Service Grant Program</b>	\$169,655		\$169,655
<b>Fair Housing</b>	\$25,000		\$ 25,000
<b>CDBG Subtotal</b>	<b>1,357,243</b>	<b>\$339,311</b>	<b>\$1,696,554</b>
<b>ESG</b>	\$ 184,013	\$14,919	\$198,932
<b>Total</b>	<b>\$1,541,256</b>	<b>\$354,230</b>	<b>\$1,895,486</b>

Activities identified within the AAP must be consistent with the Stanislaus Urban County's adopted CP, which outlines the communities' needs and priorities for the plan period. The Fiscal Year 2012-2015 CP identifies the need for new or rehabilitated community infrastructure. To address these needs, the Stanislaus 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.

Stanislaus County Infrastructure: Stanislaus County anticipates continuing the construction of the sanitary sewer system in the Parklawn Neighborhood during Fiscal Year 2013-2014, subject to funding availability. Stanislaus County is currently pursuing additional funding from the California State Water Board's Clean Water State Revolving Fund (CWSRF) Program to complete construction of the remaining phases of the Parklawn Sewer Project. If Stanislaus County is successful in obtaining CWSRF funds for the Parklawn Sewer Project, Stanislaus County CDBG funds will be available for construction of other County infrastructure projects such as the Airport Sewer Project or the Empire Storm Drain Infrastructure Project. In the event that Stanislaus County is not awarded CWSRF funds

for the Parklawn Sewer Project, Fiscal Year 2013-2014 CDBG funds will be allocated to the Parklawn Sewer Project. However, Fiscal Year 2013-2014 CDBG funds may not be enough to undertake a second phase, in which case Stanislaus County may need to wait for future year allocations in order to make effective use of CDBG funds to undertake future phases of the project. If this becomes the case, staff will closely assess and monitor available funds and timeliness requirements in order to stay in compliance with CDBG regulations. If timely expenditure of CDBG funds becomes a concern, the Stanislaus Urban County may need to consider an alternate approach to meeting timeliness requirements such as allowing Urban County members to shift CDBG funds to those members with projects ready to construct (with a mutual agreement between parties involved that repayment will be made from future CDBG fund allocations).

In Fiscal Year 2013-2014 Stanislaus County will also continue work on the Empire Storm Drain Infrastructure Project. The Department of Public Works is currently working on the engineering design of the Empire Storm Drain Infrastructure Project's Phase 1B and will continue on to the design of the final phases of the project (this work is being funded with previous fiscal years' CDBG funds. No new funds will be allocated to this project). Further, Stanislaus County will continue working with the respective agencies to place the Measure M advisory vote on the November 2013 Consolidated District Election ballot for approval to extend sewer services to the Airport Neighborhood. The Measure M advisory vote is required by the City of Modesto for extension of sewer services to any unincorporated area.

Stanislaus Urban County Cities' Projects/Programs: A complete list of proposed CDBG infrastructure projects and programs for each of the Urban County cities can be found in the Fiscal Year 2013-2014 Annual Action Plan, pages 71-75 (Attachment 1).

CDBG Public Services: CDBG funds allow the opportunity for the Stanislaus Urban County to fund non-profit organizations that provide public services. Under CDBG regulations, a maximum of fifteen percent of the annual allocation may be used for public services. In accordance with CDBG public services cap regulations, the Stanislaus Urban County agrees to set aside ten percent of the total Fiscal Year 2013-2014 CDBG allocation, \$169,655 for this purpose. As part of this funding cycle, the Stanislaus Urban County received and reviewed twenty-seven (27) CDBG competitive applications for funds. Organizations that have applied for public service funding include, but are not limited to, organizations that provide services to youth, seniors, and the homeless. Recommendations for funding were made by a review panel that consisted of seven representatives from the Stanislaus Urban County members, a representative from the Stanislaus County Continuum of Care, and a representative from the Stanislaus County Chief Executive Office. The AAP includes CDBG Public Service funding recommendations for the following organizations:

American Red Cross  
Court Appointed Special Advocates  
Children's Crisis Center \*  
Center for Human Services

National Alliance for the Mentally Ill  
The Salvation Army Red Shield  
Second Harvest Food Bank  
United Samaritans Foundation

Healthy Aging  
Howard Training Center

We Care  
Westside Food Pantry

- \* Organizations recommended for more than one CDBG award. Specific listing and program descriptions may be found in the FY 2013-2014 Annual Action Plan, pages 75-79 (Attachment 1).

Neighborhood Revitalization Strategy Areas (NRSA's): The NRSA's for the Parklawn and Airport Neighborhoods cover a five (5) year period (Fiscal Years 2012-2017) during which Stanislaus County staff plans to work with each community to implement projects and programs to revitalize and improve neighborhood conditions. The NRSA plan includes a public service component which intends to enhance existing, and introduce new public services that will allow the Airport and Parklawn Neighborhoods to realize the dream of a stable environment.

In Fiscal Year 2013-2014, this objective will be addressed through the use of remaining 2009 Revitalization Strategy funds, which were originally allocated for the creation of NRSA's, but were not completely expended. Unexpended funds will be reallocated to public service providers who serve the Airport or Parklawn neighborhoods and applied for Fiscal Year 2013-2014 public service funds. These include the Orville Wright Elementary School's Airport Neighborhood Healthy Start Family Resource Center (\$10,000) and Parent Resource Center's Airport Neighborhood Partnership (\$10,000). The reallocation of these funds will not exceed the fifteen percent public service cap regulation.

Fair Housing Program: As a HUD mandated requirement, the Stanislaus Urban County must provide a fair housing program designed to combat impediments to fair housing choice through education, investigation, and litigation. The Stanislaus 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.

CDBG Program Administration: Stanislaus County Planning and Community Development Department staff will continue to provide administrative services to each of the Stanislaus Urban County's members, as well as to its own activities. As the "lead entity" of the Stanislaus 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 timely expenditure of funds, environmental documentation for projects, eligibility determination of programs and those persons accessing the services of the programs, and program monitoring.

### **Emergency Solutions Grant (ESG)**

As with CDBG Public Service funding, ESG funds allow the opportunity for the Stanislaus Urban County to fund non-profit organizations that provide services to the homeless. ESG funds will be used to provide operational and essential services funding for transitional and emergency homeless shelters, for the development of the Homeless Management Information System (HMIS), and to provide financial assistance, in combination with case management, to stabilize housing for persons experiencing homelessness or who are at-risk of becoming homeless. This year, the Stanislaus Urban County received and reviewed six (6) ESG competitive applications for funds (the application review was conducted by the same review committee identified above for CDBG Public Service grants). The AAP includes ESG funding recommendations for the following organizations:

Children's Crisis Center  
Community Housing and Shelter Services  
Family Promise of Greater Modesto \*

Salvation Army  
We Care Program \*

\* Organizations recommended for more than one ESG award. Specific listing and program descriptions may be found in the FY 2013-2014 Annual Action Plan, pages 64-66 (Attachment 1).

### **HOME Investment Partnerships Program (HOME)**

Currently, the City of Turlock contracts independently with each of the Stanislaus Urban County members and is the "lead entity" with responsibility for implementing and administering HOME funds to the HOME Consortium.

The Fiscal Year 2013-2014 estimated HOME allocation for the Stanislaus Urban County is \$482,839 (Final Fiscal Year 2013-2014 award amounts will be determined by HUD and ultimately adopted by the City of Turlock).

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.

The participants of the Stanislaus Urban County will continue to use their HOME funds to address the variety of housing needs within their individual jurisdictions. The Stanislaus Urban County's CP identifies homeownership and the need to maintain safe and sanitary housing for low-income households through the continued provision of housing rehabilitation programs as top priorities. As such, the Stanislaus 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, STANCO, and the Housing Authority of the County of

Stanislaus).

**POLICY ISSUES:**

The Board of Supervisors should determine if approving the AAP after closing the public comment period and conducting a public hearing, as recommended, 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, 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 and ESG funds allocated to the Stanislaus Urban County. In addition to monitoring the program and project files of each of the participating Stanislaus Urban County cities, Stanislaus County Planning and Community Development staff is responsible for monitoring the program and project files of each organization receiving funds from the Stanislaus Urban County. Annually, the number of different activities receiving CDBG and/or ESG funds varies between 18 and 27. Stanislaus County Planning staff also assists participating Stanislaus Urban County cities in the development of eligible projects and programs to ensure that they meet or exceed regulatory guidelines. Existing Department staff will perform these duties.

**CONTACT PERSON:**

Angela Freitas, Director of Planning & Community Development  
Telephone: 209-525-6330

**ATTACHMENTS: (Available from Clerk)**

Attachment 1: Fiscal Year 2013-2014 Annual Action Plan





# COMMUNITY DEVELOPMENT BLOCK GRANT



STANISLAUS URBAN COUNTY

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*Prepared by the Stanislaus County  
Planning and Community Development Department  
1010 10<sup>th</sup> Street, Suite 3400  
Modesto, CA 95354  
209.525.6330*

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## **ANNUAL ACTION PLAN Fiscal Year 2013 - 2014**

**April 2013**

**STANISLAUS COUNTY  
BOARD OF SUPERVISORS**

District 2 Vito Chiesa, Chairman  
District 5 Jim DeMartini, Vice Chairman  
District 1 William O'Brien  
District 3 Terry Withrow  
District 4 Dick Monteith



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Councilmember Bret Durossette  
Councilmember Eric Ingwersen



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Mayor Pro Tem Jeramy Young  
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Councilmember Jill Silva  
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Councilmember Sheree D. Lustgarten  
Councilmember Deborah Novelli  
Councilmember Larry Buehner



**CITY OF WATERFORD**

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Vice Mayor Jose Aldaco  
Councilmember Murray Day  
Councilmember Michael Van Winkle  
Councilmember Ken Krause



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# Second Program Year 2013-2014 Action Plan **GENERAL OVERVIEW**



This 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.

## Executive Summary

As required by the U.S. Department of Housing and Urban Development (HUD) this document is part of Stanislaus Urban County's Fiscal Year 2012-2015 Consolidated Plan (CP) which describes the needs and strategy for using HUD funds for housing and community development programs/projects for Fiscal Years 2012 – 2015 (beginning July 1, 2012 and ending June 30, 2015). This Annual Action Plan (AAP) describes the specific programs/projects that will be undertaken during Fiscal Year 2013-2014, from July 1, 2013 to June 30, 2014.

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

Every three years, participating cities have an opportunity to remain or withdraw from the Stanislaus Urban County, and non-participating cities, not independently receiving entitlement funds, have an opportunity to enter into an agreement to become part of the Stanislaus Urban County.

Since 1992, the Stanislaus 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 the HUD funded HOME Investment Partnerships Program (HOME) funds for the HOME Consortium. During Fiscal Year 2013-2014 the City of Turlock, will remain the "lead entity" for the Stanislaus Urban County, and will take the lead in monitoring participating Stanislaus Urban County members' use of HOME funds. Ultimately, the City of Turlock is responsible for ensuring that all HOME Consortium funded activities meet the program requirements.

The Fiscal Year 2013-2014 grant allocation amounts under each respective program are approximately\*:

CDBG	\$ 1,696,554
ESG	\$ 198,932
HOME	\$ 482,839 (allocation amount for CDBG Stanislaus Urban County members)
<b>TOTAL</b>	<b>\$2,378,325</b>

\* The above allocation amounts are estimates. Final amounts are subject to final HUD allocations.

**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 AAP has been developed to assist the participating jurisdictions achieve these three goals. The overriding consideration that is required of the CDBG program 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) for CDBG funds, and 30% or less than the AMI for ESG grant funds. 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 Urban County's Fiscal Year 2013-2014 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
\$54,900	Extremely Low (30%)	\$12,400	\$14,150	\$15,900	\$17,650	\$19,100	\$20,500	\$21,900	\$23,300
	Very Low (50%)	\$20,650	\$23,600	\$26,550	\$29,450	\$31,850	\$34,200	\$36,550	\$38,900
	Low (80%)	\$33,050	\$37,750	\$42,450	\$47,150	\$50,950	\$54,700	\$58,500	\$62,250

**COMMUNITY NEEDS:**

As identified by the CP for Fiscal Years 2012-2015, priority will be given to projects in the following areas: Infrastructure, Economic Development, Housing Assistance, Housing Programs, and Public Services.

There is a need in the Stanislaus Urban County for new or rehabilitated community infrastructure. Infrastructure in many of the older residential communities has either deteriorated or is non-existent. From sewer infrastructure and storm drainage to sidewalks, the lack of these improvements does not promote safe and healthy communities, which in turn negatively impacts quality of life.

The CP feedback indicated a strong desire for an economic development program with a high emphasis on job creation (tied to housing). The Economic Development component identified in the Fiscal Year 2012-2013 AAP will continue into Fiscal Year 2013-2014, using previous year funding, to assist in addressing economic development needs by partnering with The Alliance to create an economic development program that will focus on job creation.

Housing assistance and programs were also identified as a community need via the CP process. In Fiscal Year 2013-2014, Stanislaus Urban County members will continue to use any funds available to them including State Cal Home housing funds (not all members are recipients of these funds) and their HOME funds to address the variety of housing needs within the jurisdiction. It is important to note that although the community has identified housing assistance and housing programs as one of the top three priorities, the Stanislaus

Urban County members' ability to considerably contribute toward the provision of affordable housing programs/projects has been drastically limited both by the State of California's elimination of Redevelopment Agencies (which was the most significant tool for the provision of affordable housing, economic development, job creation and elimination of blight), as well as by the continued reduction of HOME funds.

Further, CDBG and ESG funds allow an opportunity for Stanislaus Urban County to fund non-profit agencies that provide public services to the community. Stanislaus Urban County received and reviewed twenty-seven (27) CDBG and eight (8) ESG competitive applications (some from the same organizations serving new community needs), 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 seven representatives from the Stanislaus Urban County members, a representative from the Stanislaus County Continuum of Care, and a representative from the Stanislaus County Chief Executive Office. Although Federal guidelines permit a grantee to budget up to 15% of its allocation to public service programs, the Stanislaus Urban County has agreed to utilize approximately 10%, for this purpose. Stanislaus County will utilize Neighborhood Revitalization Strategy Area (NRSA) funds from previous fiscal years (2008 and 2009) to fund additional public services in Fiscal Year 2013-2014 in the Airport and Parklawn Neighborhoods.

The following are non-profit organizations that are recommended for Fiscal Year 2013-2014 funding under the CDBG/ESG Public Service Programs. Final recommendations will be presented to the Board of Supervisors during the April 16, 2013 public hearing:

**Emergency Solutions Grant (ESG):**

Children's Crisis Center  
Community Housing and Shelter Services  
Family Promise of Greater Modesto  
We Care Program, Turlock\*  
The Salvation Army

\* Organization recommended for more than one ESG award (Specific overview of programs listed is provided in the ESG Program section of this document).

**Community Development Block Grant (CDBG):**

American Red Cross  
Court Appointed Special Advocates (CASA)  
Center for Human Services  
Children's Crisis Center \*  
Healthy Aging  
Howard Training Center  
National Alliance for the Mentally III (NAMI)  
The Salvation Army Red Shield  
Second Harvest Food Bank  
United Samaritans Foundation  
We Care  
Westside Food Pantry

- \* Organization recommended for more than one CDBG award (Specific overview of programs listed is provided in the CDBG Public Services Grant Program section of this document).

## Evaluation of Past Performance

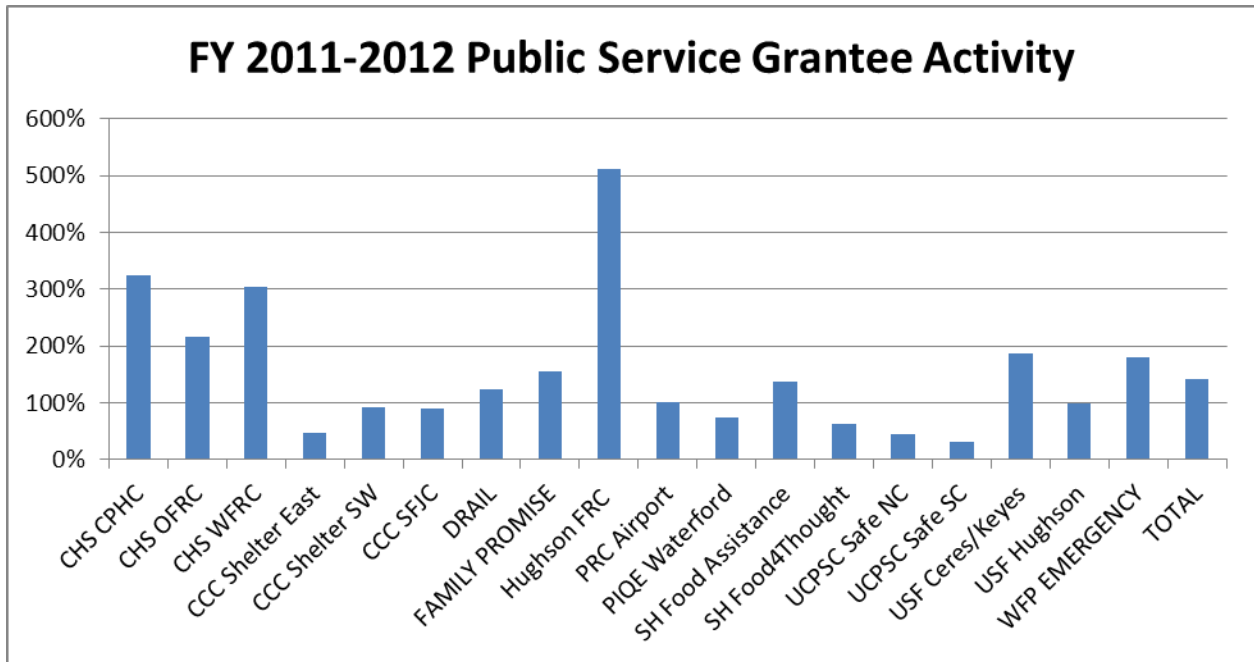
As lead entity of the Stanislaus Urban County, Stanislaus County staff assumes overall responsibility for administration of CDBG and ESG funds.

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 every Fiscal Year. The Stanislaus Urban County has successfully incorporated the 1.5 annual allocation timeliness guidelines to apply to all participating Stanislaus Urban County members individually. This reduces burden being placed upon any one participating member in the Stanislaus 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.

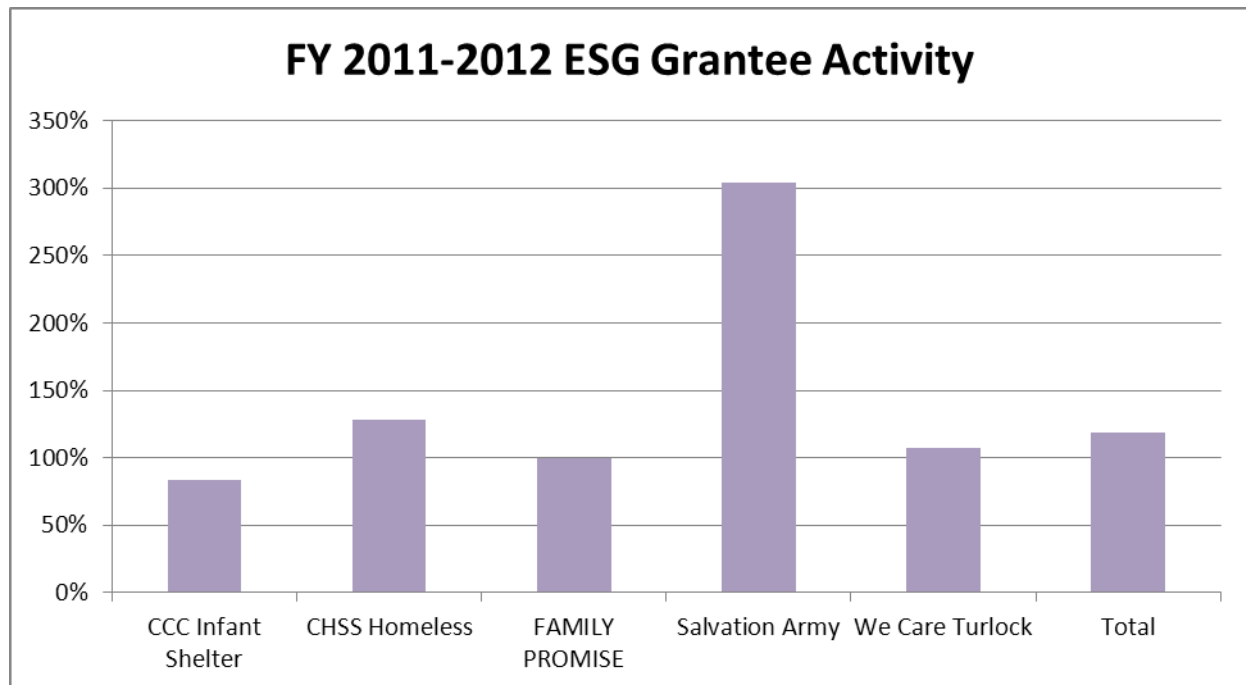
Performance of all Stanislaus Urban County members and public service grantees are tracked in various categories from appropriate use of administrative funds to verifying that outputs (numbers served) and outcomes (how those served are better off after receiving the service) are being met for all awarded public service related activities and County and City projects.

Public Service/ESG 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. Stanislaus County staff also monitors non-profit organization 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 which measures how each activity performed in terms of meeting their targets for the number of individuals to be served with their Fiscal Year 2011-2012 grant funds. This graph demonstrates one aspect of our public service tracking methodology:



The following graph shows similar information from the perspective of the ESG Program:





County and City Infrastructure projects are tracked by timeline criteria. Stanislaus 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 Stanislaus Urban County's collective projects are on task.

Stanislaus County staff continues to collaboratively work with its Stanislaus Urban County members to ensure that timeliness deadlines continue to be met within a timely manner.

## Action Plan

The Stanislaus Urban County Area is comprised of the unincorporated portions of Stanislaus County and the cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford. 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 Stanislaus 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, Stanislaus 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 industries.

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 Stanislaus County's roadways.

Stanislaus County is a combination of both urban and rural development. There are thirteen unincorporated communities that are home to 110,236 citizens that reside in the unincorporated limits of the Stanislaus 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 and to a lesser degree the town of Keyes, but older and larger residential neighborhoods are adjacent to the City of Modesto, the seat of Stanislaus County.

Stanislaus Urban County's traditional approach in the use of CDBG funds for capital improvement projects was to synchronize with their former Redevelopment Agencies to address and alleviate blighting conditions within eligible areas; however in 2012, the State of California eliminated this valuable tool. This has greatly impacted the Stanislaus Urban County's ability to carry out meaningful housing and community development projects. Most Stanislaus Urban County members leveraged CDBG and HOME funds with Redevelopment dollars, but have been forced to scale back on planned projects, or stretch the projects over several phases as funds allow. The Stanislaus Urban County members have been forced to re-strategize to meet affordable housing and community development objectives as they continue to seek-out other resources to leverage with CDBG and HOME funds in order to allow these essential projects to take place.

The following is a map of Stanislaus County including the geographical locations of all Stanislaus Urban County members:

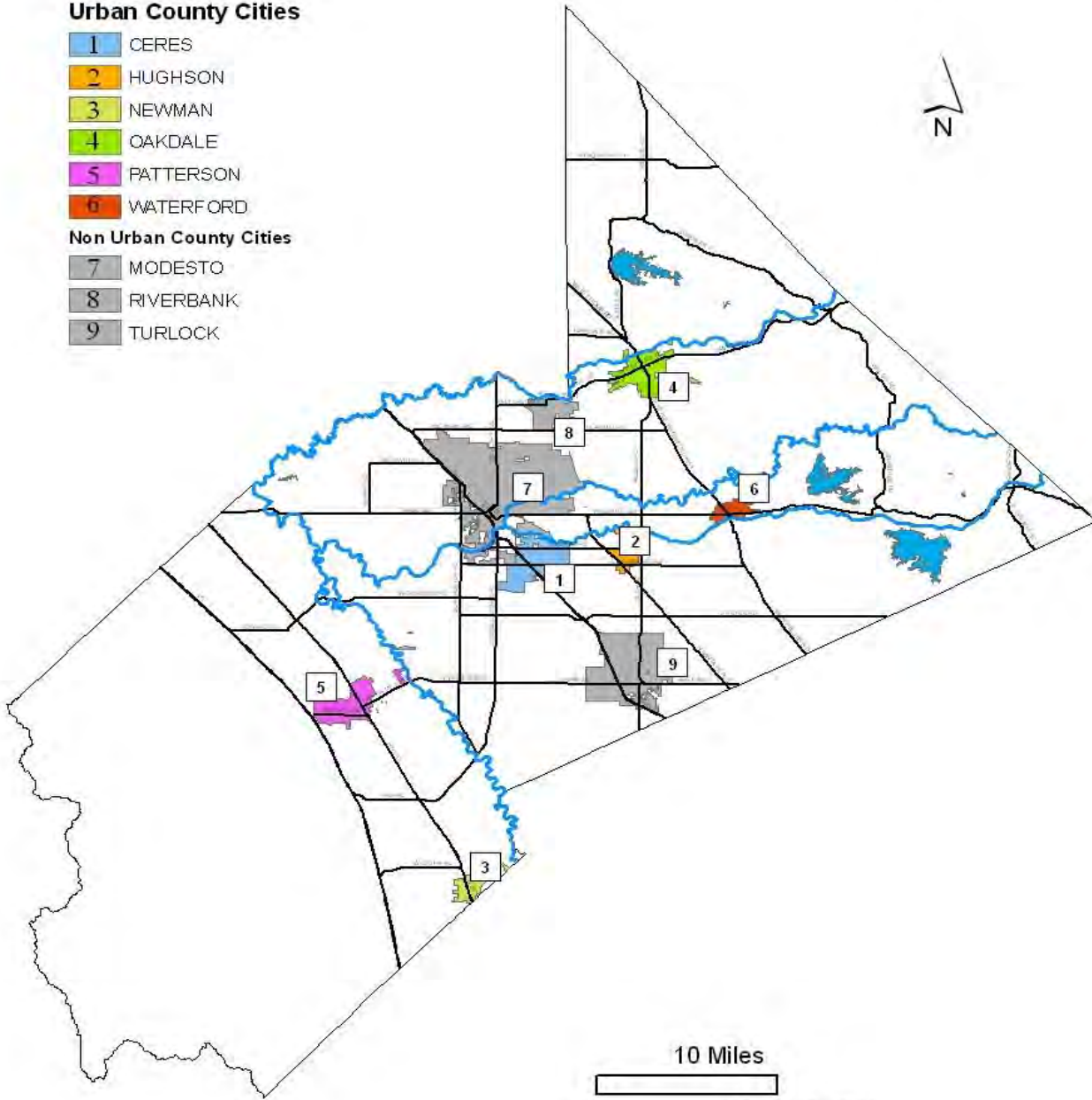
# STANISLAUS COUNTY

## 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

## 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.**

The Stanislaus Urban County identified their target areas through several combined methods. For the development of the AAP, 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 Stanislaus County's Continuum of Care (CoC) annual report, adopted Housing Elements of the respective Stanislaus Urban County members, and California State Department of Finance reports. The target areas of the Stanislaus Urban County members are the very low and low-income areas of the jurisdictions. Although funds are used for all residents of the Stanislaus Urban County's members, priority is given to programs and projects in the target areas.

CDBG funds allocated to the Stanislaus Urban County will be utilized for various programs including infrastructure improvement, economic development, public services, and fair housing. Some programs are funded collectively for the benefit of the entire Stanislaus Urban County, such as public services. Other programs are specific to individual members of the Stanislaus Urban County. Each member of the Stanislaus Urban County identifies the specific needs within its respective communities as a means to determine use of its specific allocations. The following represents each participating jurisdiction's focus in relation to the use of its 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 AAP is the guide by which Stanislaus County staff 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 the service provider(s), the local community, and 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.

In Fiscal Year 2013-2014 Stanislaus County will continue construction of the Parklawn Sewer Infrastructure Project. Construction of the first phase of the project began in February 2013 and is expected to be completed by June 2013.

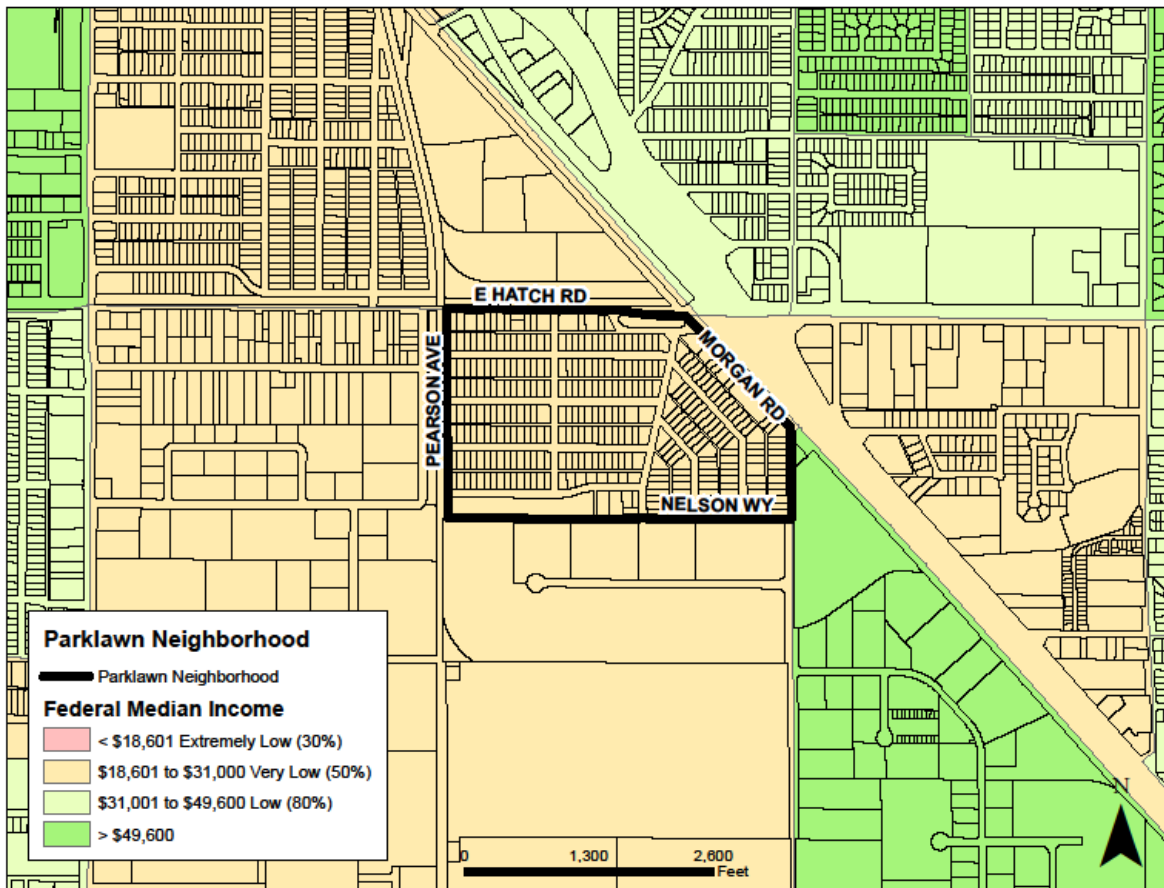
Stanislaus County will also continue to work with the City of Modesto to conduct the Measure M advisory vote as required for extension of sewer services into the Airport neighborhood. The City of Modesto requires this vote to take place in order to extend sewer services into any unincorporated area of the County.

Construction of each sewer system will occur in phases as construction funds become available. Stanislaus County staff is exploring other possible funding sources such as California State Water Board Clean Water State Revolving Fund (CWSRF) Program, to be leveraged with CDBG funds to the greatest extent possible.

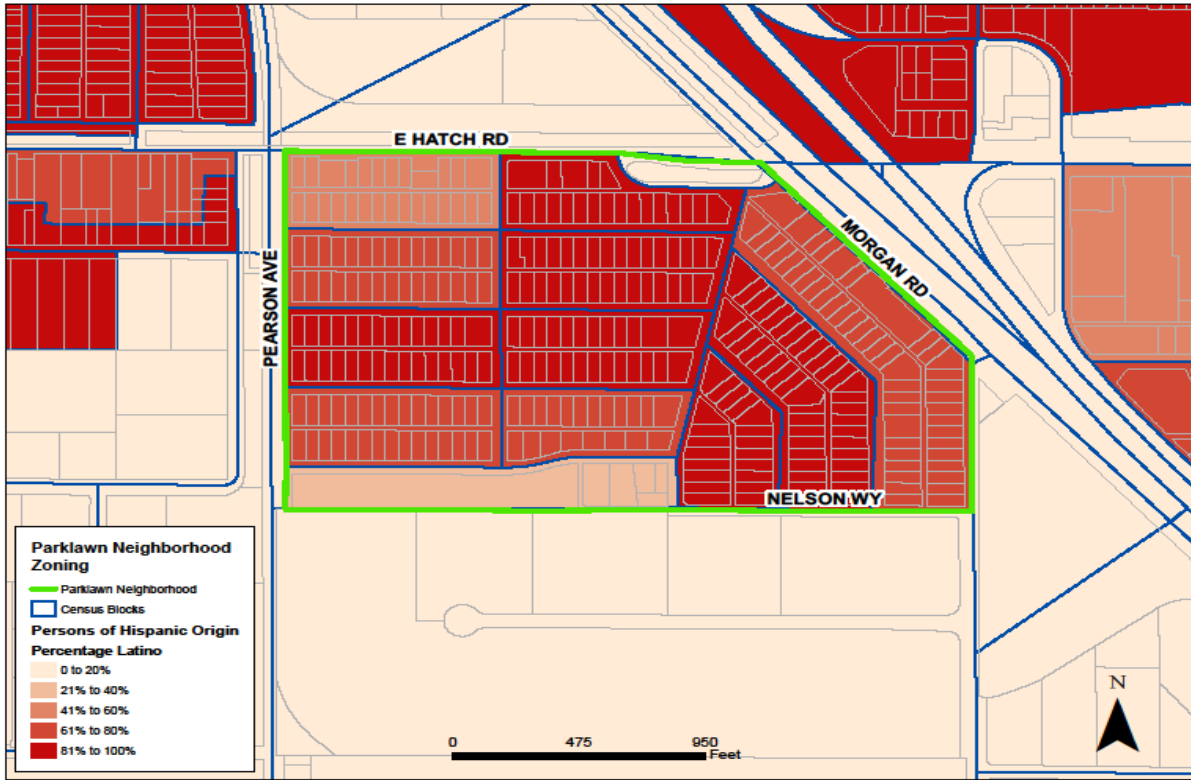
Stanislaus County will also continue work on the plans and specifications for the remaining phases of the Empire Storm Drain Infrastructure Project, which consists of the design for installation of storm drain system improvements.

The following maps are demographic maps of County areas in which CDBG funds may be used for infrastructure improvements (project descriptions are included on Page 68 of this document):

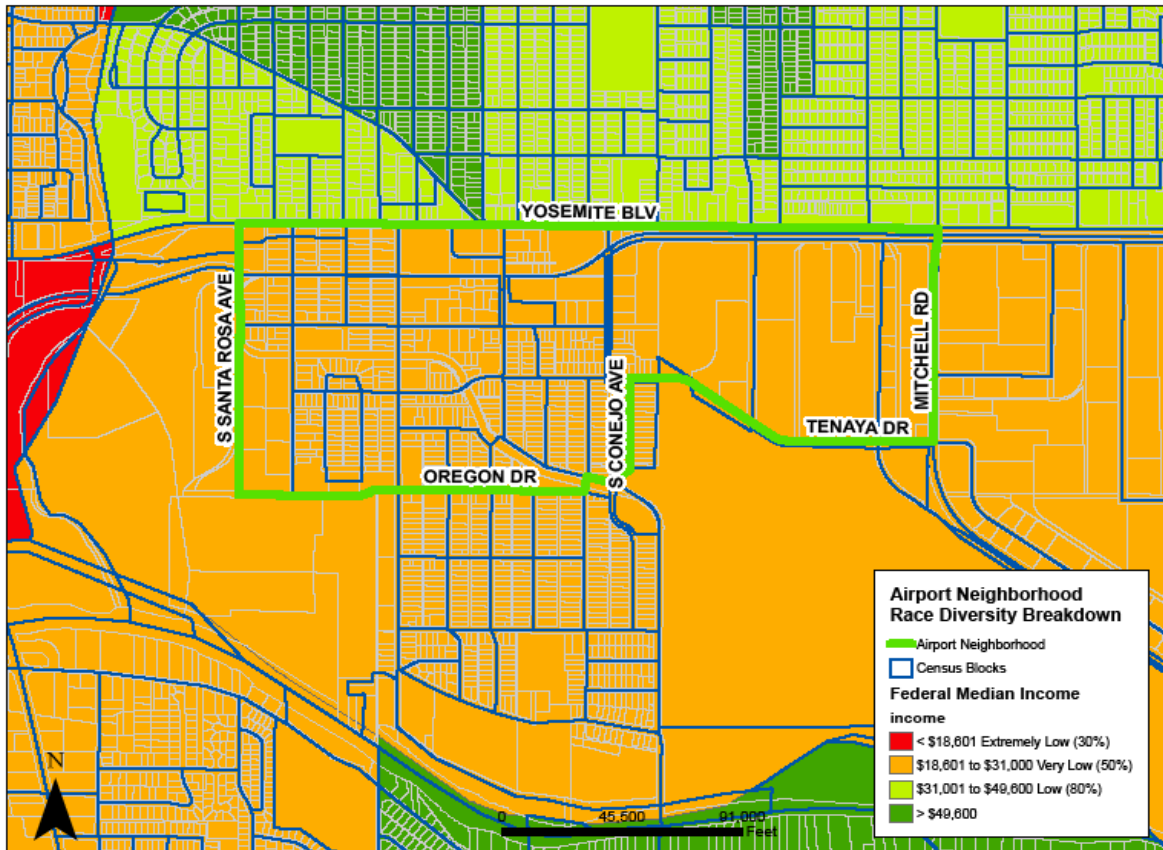
**Parklawn Neighborhood Median Income Map**



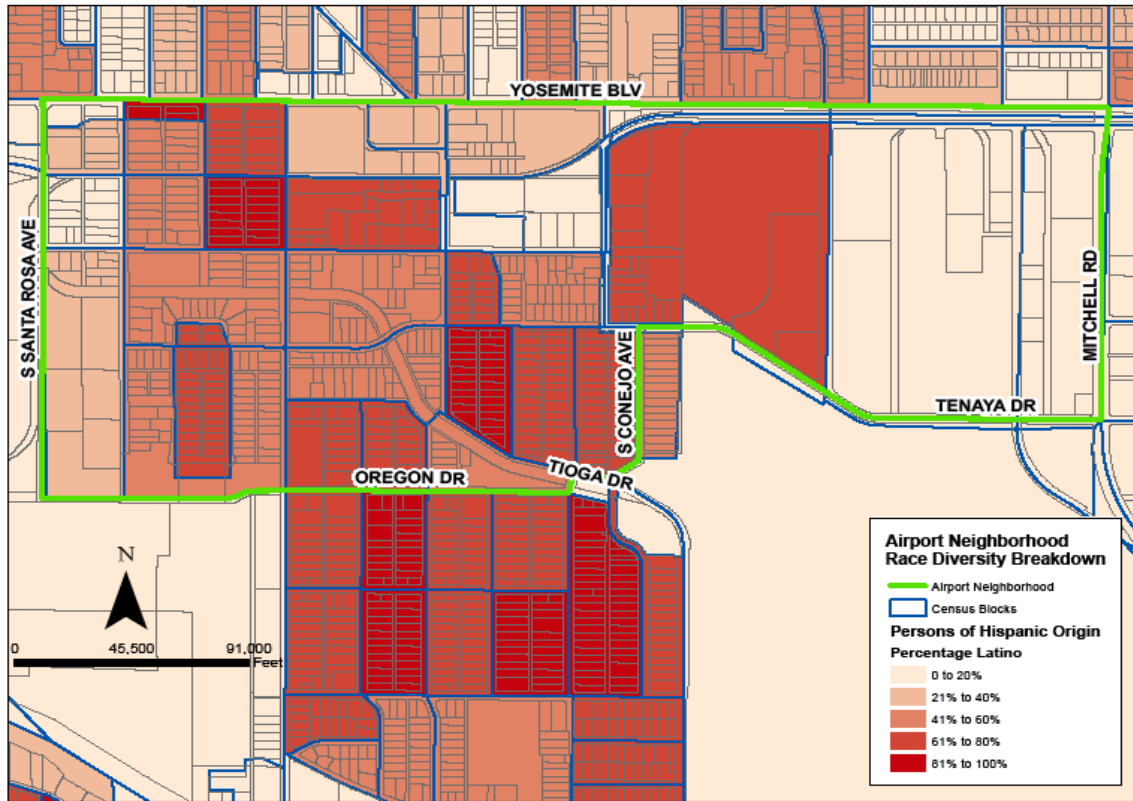
### Parklawn Neighborhood Percentage of Residents of Hispanic Origin



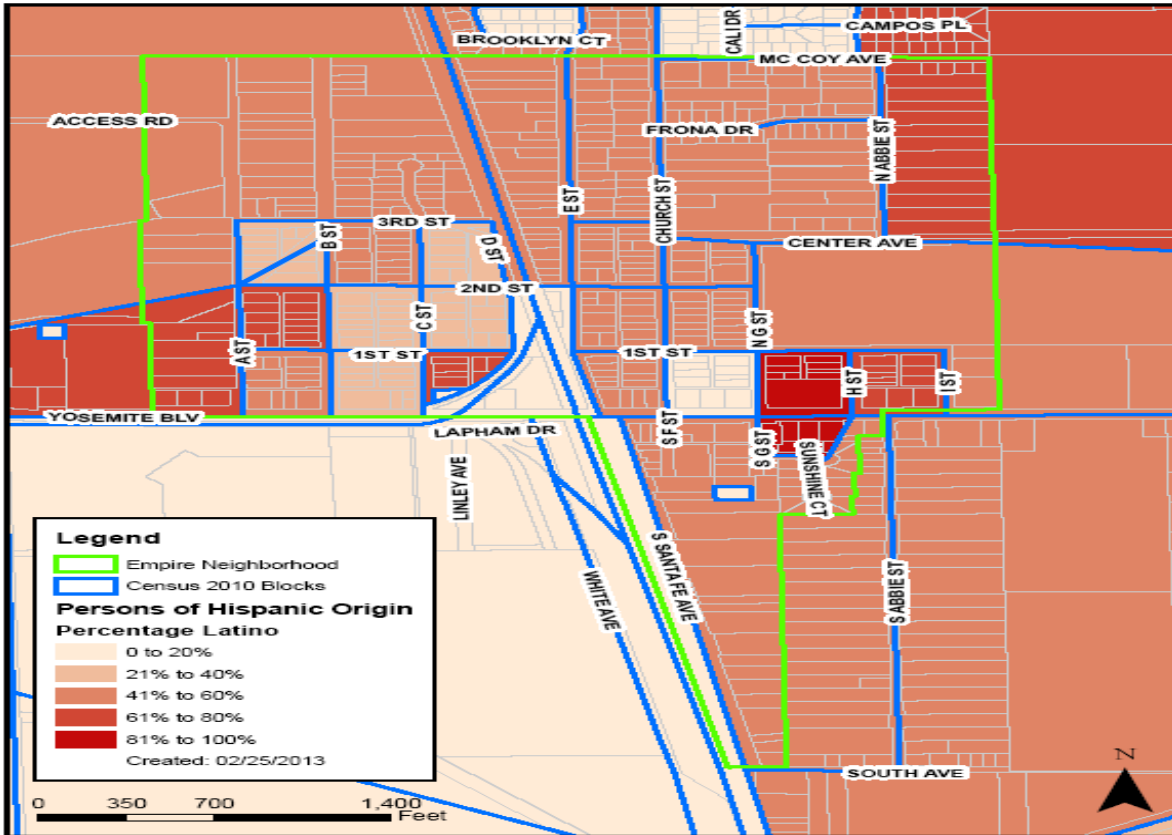
### Airport Neighborhood Median Income Map



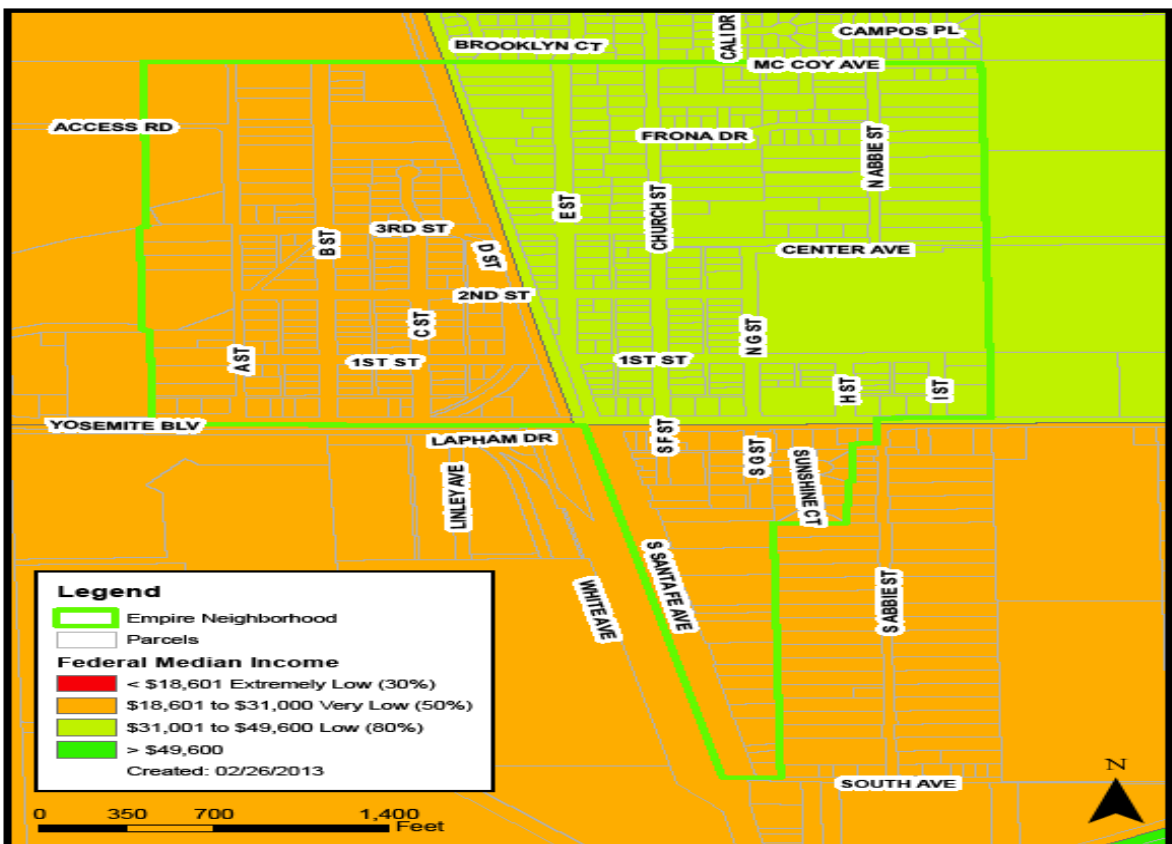
### Airport Neighborhood Percentage of Residents of Hispanic Origin



### Empire Percentage of Residents of Hispanic Origin



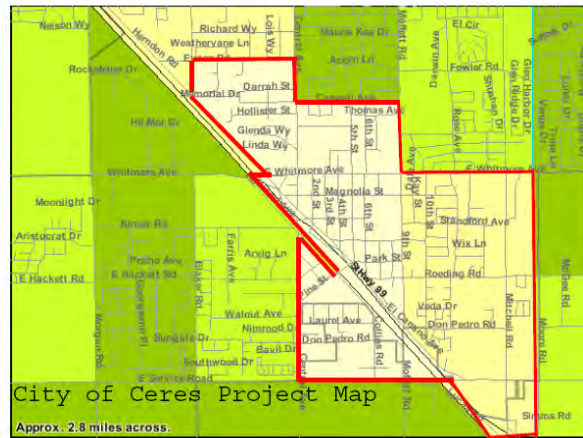
### Empire Median Income Map



## City of Ceres

The City of Ceres is located in the heart of Stanislaus County along the Highway 99 corridor. Ceres is a community with an approximate population of 45,417 in 2010.

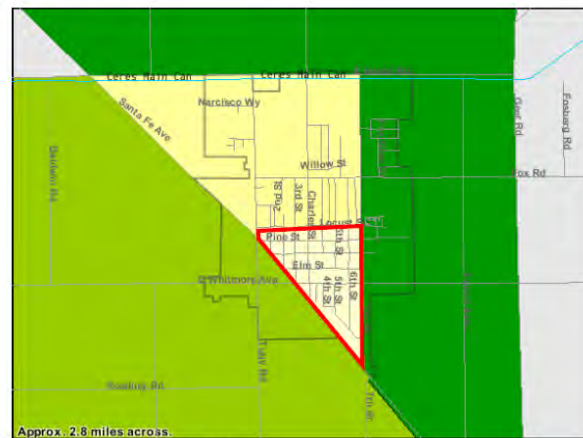
The City of Ceres will continue to focus on much needed infrastructure improvements that will help alleviate some of the target area's current blighting conditions. The City of Ceres' target area is composed of its lowest income Census Block Groups as outlined in the map below. These infrastructure improvements 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

The City of Hughson is the smallest incorporated city in Stanislaus County, with a population of 6,640 in 2010. Hughson is situated to the east of Ceres, to the north of Turlock, and to the southeast of Modesto.

The City of Hughson has similar infrastructure improvement needs as the rest of the Stanislaus Urban County members. CDBG funds will be used to conduct needed infrastructure improvements within the low income Census Block Group as identified in the project area map below.

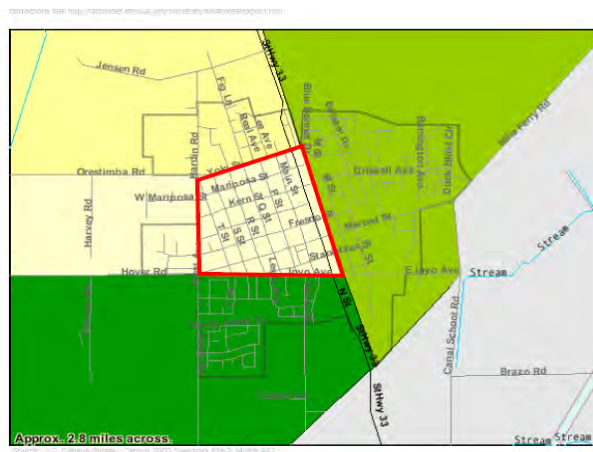




## City of Newman

The City of Newman is located thirty miles southwest of Modesto, Stanislaus 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 community with an approximate population of 10,000.

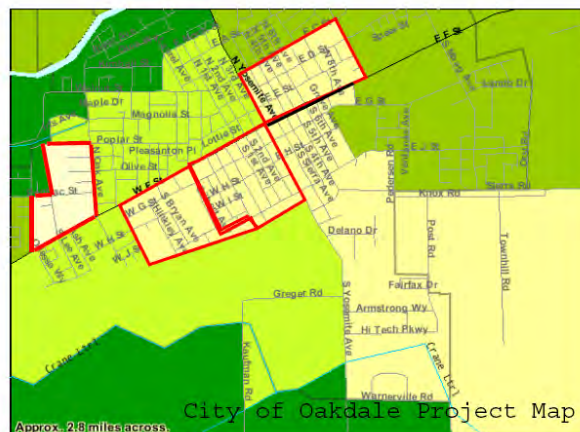
The City of Newman will continue to allocate CDBG resources toward much needed infrastructure improvements that will help alleviate some of the target area's current blighting conditions. These infrastructure improvements will include related curb, gutters, sidewalks, storm drain improvements, and ADA curb cuts within the City's low income target area as outlined in the map below.



## City of Oakdale

The City of Oakdale is located in the northeasterly portion of Stanislaus 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's population as of 2010 was 20,675.

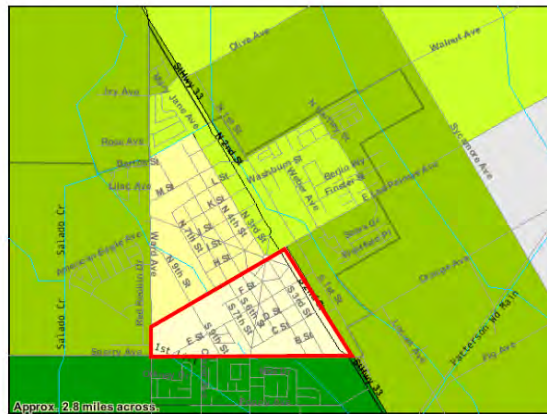
The City of Oakdale's focus is on infrastructure improvements that will help alleviate some of the target area's current blighting conditions. These infrastructure improvements will include related curb, gutters, sidewalks, sewer and waterline replacement, replacement of damaged street overlay associated with underground improvements, and ADA curb cuts in the low income Census Block Group target areas as identified in the map below.



## City of 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 Stanislaus County seat. The population of the City of Patterson was 20,413 as of January 2010 according to the U.S. Census Bureau.

The City of Patterson will continue allocating CDBG resources towards much needed infrastructure improvements 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 in its low income Census Block Group target area.



## City of Waterford

Waterford is the 8th largest city, of nine cities in Stanislaus County with a population of 8,456 in 2010. 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.

Waterford continues to face the challenges related to the accuracy of Census data in relation to income eligible Census tracts. The City will pursue eligible projects through an approved survey/census methodology as approved by HUD, for two specific target areas.

Stanislaus County and City of Waterford staff have conducted surveys in specific locations within the City. Those survey results met area benefit criteria and were approved by HUD. The City of Waterford undertook the C & Covey project in Fiscal Year 2012-2013 as one of the projects subject to the survey and will undertake a second project in Fiscal Year 2013-2014. This project may take up to three fiscal years for completion due to the loss of Redevelopment funds, and annual CDBG allocations are not enough to complete the project.

Depending on HUD Census Block data results to be released in 2013, the City of Waterford may continue to conduct surveys of future project areas to determine area based eligibility for CDBG purposes.

- 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 Stanislaus 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 Stanislaus Urban County members.

The remaining funds are distributed among the Stanislaus Urban County 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, sewer infrastructure and storm drainage to sidewalk infill projects. 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, Stanislaus 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.

Stanislaus County, in partnership with the Housing Authority of the County of Stanislaus (HACS), continues to support the Family Self Sufficiency program to assist low income persons to become homeowners. Stanislaus County also continues to partner with Habitat for Humanity in the acquisition of lots for the construction or rehabilitation of affordable housing units to be made available to low income households.

Further, Stanislaus County also administers State of California Cal Home funds to supplement HOME funds for the provision of the Stanislaus County First Time Homebuyer and Housing Rehabilitation Programs. Stanislaus County's Housing Rehabilitation Program funds 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 County 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 Stanislaus County. The Stanislaus 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 priority needs addressed in the CP 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 HACS as the administrator of the Housing Choice Voucher Program (known as Section 8) expects to receive approximately \$26,786,105 for the operation and implementation of the Section 8 Program.

The combination of CDBG, ESG, Cal Home (First Time Home Buyer and Housing Rehabilitation Program Funds – State), HOME Investment Partnerships Program (HOME), Neighborhood Stabilization Program (NSP) funds, and various other matching fund sources help to address many of the priority needs and objectives identified in the AAP.

## 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 Stanislaus 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 CP and AAP.

The CP and AAP's are prepared by Stanislaus County staff, with assistance from the cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford staff. Staff from the following Stanislaus 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 (HACS). The Housing and Support Services Collaborative of Stanislaus County (SHSSC) (which includes representatives from countywide service providers) also provided a significant amount of input.

#### **HOME Investment Partnerships Program (HOME):**

The Stanislaus Urban County is also a member of the City of Turlock and Stanislaus County HOME Consortium. The City of Turlock is the "lead entity" with responsibility for implementing and administering HOME funds to the HOME Consortium.

### **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 resource providers listed in section one above 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 Stanislaus County 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 Stanislaus 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 of the County of Stanislaus (HACS), Stanislaus County Health Services Agency, Stanislaus County Community Services Agency, Stanislaus County Behavioral Health and Recovery Services; California Department of Housing and Community Development; U.S. Department of Agriculture/Rural Development, U.S. Economic Development Administration, U.S. Department of Housing and Urban Development (HUD); California Coalition for Affordable Housing; Habitat for Humanity, Stanislaus County Affordable Housing Corporation (STANCO), California Rural Legal Assistance (CRLA), and Self-Help Enterprises ).

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 Stanislaus Urban County. This will assure that the activities outlined in the AAP are given the fullest attention for design and implementation or construction.

The Stanislaus 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 Stanislaus 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 its attempt to assure adequate opportunity for participation by program beneficiaries and the general public, the Stanislaus County Board of Supervisors has set AAP pre-submission, Plan amendment, grantee performance, sub-recipient monitoring, and record maintenance requirements. The Stanislaus Urban County not only complies with Federal regulations, but also wishes to ensure 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 AAP outlines the steps developed by the Stanislaus Urban County to ensure compliance with Federal regulations governing implementation of the Federal programs administered by the Stanislaus County staff, and meet its 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 AAP 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.

The preparation of the AAP utilized consultation and coordination among various government agencies, private groups (for- and non-profit), including agencies that provide assisted housing, health services, social fair housing services, and individuals. Relationships with

these resource providers consisted of both written contacts and face-to-face meetings. Most important among them were the meetings with the Stanislaus Urban County members and the input from the membership of the Stanislaus County Housing and Support Services Collaborative.

All meetings were conducted in accessible locations and were held at times in which the general public could participate including after-work hours. Upon request, Stanislaus County may provide translation services for persons with limited English proficiency. The Stanislaus County Department of Planning and Community has staff with proficient Spanish speaking and writing abilities that provide translation of documents and oral translation services for the Spanish speaking.

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

The AAP was released for its official public review and comment period on March 5, 2013. In order to solicit public participation in the preparation of the AAP, 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 Stanislaus County Planning and Community Development internet homepage, which facilitates the receipt of citizen input online, <http://www.stancounty.com/planning/index-cdbg.shtm>

A series of public meetings were held in the months of February, March, and April 2013 to discuss the preparation of the AAP and seek public input. The series of meetings conducted included:

<u>JURISDICTION</u>	<u>DATE</u>	<u>TIME</u>	<u>LOCATION</u>
<b><u>County/Cities</u></b>			
Stanislaus County	February 20, 2013	10:00am/6:00 pm	1010 10 <sup>th</sup> St., Modesto
City of Ceres	February 6, 2013	4:00 pm	2701 Fourth St., Ceres
City of Hughson	February 12, 2013	5:30 pm	7018 Pine St., Hughson
City of Newman	February 20, 2013	5:00 pm	1200 Main St., Newman
City of Oakdale	February 21, 2013	3:30 pm	120 S. Sierra Ave., Oakdale
City of Patterson	February 7, 2013	5:00 pm	1 Plaza, Patterson
City of Waterford	February 7, 2013	6:00 pm	101 E St., Waterford
<b><u>Municipal Advisory Councils / Communities</u></b>			
Denair	April 2, 2013	7:00 pm	3460 Lester Rd., Denair
Hickman	April 4, 2013	7:00 pm	13306 4 <sup>th</sup> St., Hickman
Empire	March 11, 2013	7:00 pm	18 S. Abbie, Empire
South Modesto	March 14, 2013	6:00 pm	3800 Cornucopia Way, Modesto
Keyes	March 21, 2013	7:00 pm	5601 7 <sup>th</sup> St., Keyes
Salida	March 26, 2013	7:00 pm	4835 Sisk Rd., Salida

The draft AAP was taken to the Stanislaus County Board of Supervisors and City Councils of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford for review and copies were made available for review at the Planning Departments of each locality. A public hearing was scheduled for April 16, 2013 before the Stanislaus County Board of Supervisors.

Stanislaus County considered all oral and written public comments received in preparing and revising the AAP. A summary of responses to public comments relating to the review of the AAP is included in the following Citizen Comment Summary section of this AAP.

## Citizen Comment Summary

Throughout the months of February, March, and April, 2013, Stanislaus County staff conducted several public meetings throughout the unincorporated areas and at least one general meeting in each of the CDBG participating jurisdictions:

### ***Stanislaus County***

On February 20, 2013 Stanislaus County held a morning and evening meeting for the public regarding the AAP development process. No comments were received.

### ***City of Hughson***

A community meeting was held on February 12, 2013. No comments were received.

### ***City of Ceres***

A community meeting was held on February 6, 2013. No comments were received.

### ***City of Newman***

A community meeting was held on February 20, 2013. No comments were received.

### ***City of Oakdale***

A community meeting was held on February 21, 2013. No comments were received.

### ***City of Patterson***

A community meeting was held on February 7, 2013. No comments were received.

### ***City of Waterford***

A community meeting was held on February 7, 2013. No comments were received.

### ***Town of Hickman***

A community meeting was scheduled for April 4, 2013. Meeting was cancelled.

### ***Town of Denair***

A community meeting was held on April 2, 2013. No comments were received.

### ***South Modesto***

A community meeting was held on March 14, 2013. No comments were received.

### ***Town of Empire***

A community meeting was held March 11, 2013. No comments were received.

### ***Town of Keyes***

A community meeting was scheduled for March 21, 2013 however the Municipal Advisory Council (MAC) cancelled this meeting and will not convene until April 18, 2013.

### ***Town of Salida***

A community meeting was held on March 26, 2013.

Staff responded to general questions about CDBG programs and inquiries regarding the identification of projects within Salida.

### ***Continuum of Care (CoC)***

The Continuum of Care (CoC) members were informed about the AAP process including the citizen participation process during the February 21, 2013 meeting. Draft AAP recommendations were presented to the CoC during the March 21, 2013 meeting.

The ESG/SHP/HMIS Sub-committee was consulted on March 21, 2013, after the general CoC meeting, to get input on the funding recommendations and policies and procedures for the ESG Fiscal Year 2013-2014 awards. The subcommittee had no comments on the funding recommendations.

### ***Airport Neighborhood Collaborative (ANC)***

Stanislaus County staff regularly attends ANC monthly meetings and collaborates with local non-profits, agencies, and stakeholders in the Airport Neighborhood. Stanislaus County staff attended the March 11, 2013 meeting and informed stakeholders about the AAP process.

### **Stanislaus County - Public Hearing**

A Public Hearing was held April 16, 2013. At that time, several public comments were received addressing assurance that the programs subject to this Annual Action Plan serve the intended populations limited to Stanislaus County residents and not individuals from other Counties. Comments received also included expressed appreciation to the Board of Supervisors for their support of these programs and complemented staff in the delivery and implementation of the programs.

### **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, Hughson Chronicle, Oakdale Leader, Patterson Irrigator, West Side Index, and Waterford News. In an effort to seek input and participation from the Spanish-speaking population, a Spanish notice is also published in the Modesto Bee newspaper. 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 may be provided upon such service being requested: "Reasonable accommodations may be made available with advance notice at meeting locations to ensure access for persons with disabilities including sign language, interpreters, and assistive listening device." Public meetings held in predominantly Spanish-speaking communities are attended by bilingual staff for translation purposes.

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

Stanislaus County accepted all public comments. Any comments provided are included after each respective meeting as identified in the Citizen Comment Summary section above.



## Institutional Structure

### **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 AAP is to take action to close that gap. Example of gap closure is the effort of the SHSSC 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 further expansion of the Homeless Management Information System (HMIS) 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 CoC is providing (ESG) participants with access to HMIS software operated by Client Track. The five (5) agencies receiving ESG funding, within Stanislaus County, have agreed to share limited Universal Data Elements for clients enrolled in ESG. 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 ESG. An HMIS intern is in the process of being hired to provide data entry assistance to shelter providers in Stanislaus County. This will allow a more complete assessment of shelter utilization and demographics through the HMIS system. In addition, ESG recipients are continually working on strengthening relationships with landlords to ensure affordable housing to ESG clients that may have poor credit or who are working on increasing their income.

In terms of meeting the goals set forth in the Stanislaus Urban County's NRSA plans, County staff is working with agencies to meet the requirements for qualifying as a CBDO in the Airport and Parklawn neighborhoods. This process is extending into the second year of the NRSA plan due to its complexity.

## 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.**

Stanislaus County, as the lead agency for CDBG and ESG funds, monitors all sub-recipients on a regular basis through written contacts, phone conversations, electronic information transfers, face-to-face monitoring visits (at least once per quarter), and project file review. Monitoring is conducted to ensure statutory and regulatory requirements are being met and that information submitted to Stanislaus County is accurate and complete.

An agreement is executed with every sub-recipient which clearly states all contractual requirements including but not limited to the project scope of work, performance measurement standards, reporting requirements, draw-down requirements, and applicable federal requirements. The monitoring process emphasizes on-site field visits, desk audits,

technical assistance, and assistance to sub-recipients to ensure a good data collection and reporting system is in place.

Specifically, the objectives of Stanislaus County's monitoring program are 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 CP, 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) and the Disaster Recovery Grant Reporting (DRGR) System, these programs are 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 CP. If this information reflects the accomplishments set forth in the 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.**

Stanislaus County staff works with the Childhood Lead Poisoning Prevention Program to provide information in the unincorporated areas and the Stanislaus Urban County members. 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. In the last fiscal year, there were three (3) confirmed housing related lead poisoning cases countywide. In the past ten years, there has been an average of three (3) cases per year of housing related childhood lead-based poisoning identified by Stanislaus County. The Stanislaus 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 CP and will continue their implementation in activities funded by that Plan.

The Stanislaus Urban County will continue to purchase bank owned homes through the NSP. The homes that are purchased by the Stanislaus Urban County members 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 Stanislaus Urban County has purchased have been homes that were built after 1978. To date, the Stanislaus Urban County has purchased nineteen (19) homes that were built before 1978 and five (5) of those homes are scheduled to be demolished and replaced with new single-family homes. Any homes purchased by the Stanislaus 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 CP identifies homeownership and owner occupied housing health and safety related rehabilitation 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 NSP, First Time Home Buyer (FTHB) Down Payment Assistance (DPA) 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.**

The Stanislaus Urban County anticipates \$1,696,554 in CDBG, \$198,932 in ESG, and \$482,839 in HOME (Stanislaus Urban County Allocation amount) funding for the Fiscal Year 2013-2014 program year.

Over the next plan year, Stanislaus County intends to continue the pursuit of other federal and state 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, and funds will continue to be used by the Stanislaus Urban County to fill funding gaps for affordable housing projects/programs as needed to help leverage other funds when possible.

**State Resources**

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

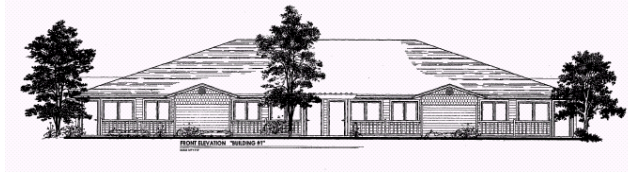
**HUD Section 8 Program**

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

**McKinney Vento Act Funds**

The Stanislaus Urban County is not a direct recipient of McKinney Vento Act funds, but members of the SHSSC will continue to seek this funding source on an individual basis to address housing needs for the homeless in Stanislaus County. Wherever possible, the Stanislaus Urban County will collaborate with the SHSSC in the implementation and delivery of services to the homeless. Urban County staff participated in the scoring of the CoC grant applications (included in the Exhibit 2) for Fiscal Year 2013-2014 grant applications.

## 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.**

Wherever opportunities arise, the Stanislaus Urban County will continue to assist the Housing Authority of the County of Stanislaus in the rehabilitation of its existing public housing units and in the search for opportunities to increase its 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, Project Sentinel, Clearpoint, and the Home Loan Counseling Center. This allows first time homebuyer households to better prepare for homeownership and the homeownership process.

Stanislaus County will also continue partnering with the Housing Authority of the County of Stanislaus to provide housing opportunities for farm workers, 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 is 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

An updated Analysis of Impediments (AI) was prepared for Stanislaus County by Project Sentinel in February 2012. The 2012 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 2012 AI indicates that this impediment has been largely

addressed and satisfactorily resolved by virtue of the Stanislaus Urban County's annual funding of comprehensive fair housing services.

In addition to an updated evaluation of these issues, the 2012 AI broadened its scope to include all the current participating cities. 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 followed by recommendations to address each impediment:

## **2012 Analysis of Impediments to Affordable Housing**

### **AFFORDABILITY**

#### **Lack of New Multi-Family Housing Construction for Very Low Income Households**

According to the 2012 AI, there continues to be a shortfall of affordable rental housing for very low income households throughout the Stanislaus Urban County. However, as noted in the AI, housing market circumstances have clearly changed. The likelihood of significant new affordable multi-family housing development in the near future appears small. The present abundance of vacant single-family properties throughout Stanislaus County, the absence of private developer interest in new housing construction of any kind, the continuing tight credit market and the constraints imposed on county planners by "Measure E" (a land use restriction initiative which requires voter approval before any new residential development is expanded into agricultural and open-space areas) in all weigh heavily against new construction in the short term. In light of these facts, maximum creativity, coordination of all available resources, and inter-jurisdictional planning will be essential if this impediment is to be addressed.

Although the AI highlights the shortage of affordable rental housing, Stanislaus Urban County members are doing everything possible with the amount of resources at their disposal to provide further affordable housing opportunities to its low income community. Since 2005 there have been three high density affordable housing projects for seniors, either approved or in the process of construction. One is located within the City of Newman, another in the City of Oakdale and the third is located within the City of Patterson. Considering the economic conditions and the limited amount of resources available to the community, these Stanislaus Urban County members were able to bring these three high density affordable housing projects to fruition, adding to Stanislaus Urban County's affordable housing inventory.

Further, NSP has created fifteen (15) units of affordable rental housing since 2008, and will complete the construction of eight (8) additional (5 multi-family and 3 single family) units in Fiscal Year 2013-2014, that will be managed by the HACS. These projects have provided a total of 165 affordable housing units combined over the past six years (both rental and owner occupied).

As economic conditions improve, and the interest of private developers in new housing construction returns, affordable housing funding resources increase, and market conditions permit; Stanislaus Urban County members will continue to consider improving and adding to its affordable rental housing stock.

#### **Zoning Policies**

The 2012 AI review of zoning regulations in the Stanislaus Urban County showed overall compliance.

However, the 2012 AI notes that the Cities of Ceres and Waterford zoning codes may discourage secondary unit development.

Stanislaus County is working with Project Sentinel to educate Stanislaus Urban County members about fair housing law in an effort to address impediments identified in the AI and to identify any errors within the AI relating to established ordinance provisions overlooked by Project Sentinel. All activity in this regard will be reported in the CAPER.

### **The Foreclosure Crisis**

The changed economic circumstances confronting Stanislaus County, especially those affecting homeownership and rental housing markets must be viewed as potential threats to fair housing choice. Vacancy rates in single-family dwellings rose rapidly throughout Stanislaus County and many homes were foreclosed or abandoned. The number of properties teetering on the verge of delinquency and default remains high but is decreasing. As the Stanislaus County housing market comes out of the foreclosure crisis of the past five years, steps must be taken to ensure that the availability of affordable housing is not decreased. Home Mortgage Disclosure Act ("HMDA") and other data sources from Foreclosure Radar and California Reinvestment Act (CRA) strongly suggest that a high proportion of high cost (sub-prime) loans were directed toward African-American, Hispanic and other minority households; and it is likely that these minority groups are now bearing a larger share in the loss of homeownership. It is vital that these households, that do not have the means to support unreasonable mortgage payments, receive the necessary assistance to avoid predatory sub-prime lending practices.

To address this impediment, the Stanislaus Urban County member territories will continue to collaborate with the HACS, mortgage lenders, Habitat for Humanity and first time home buyers to coordinate implementation of the NSP program. In addition, Stanislaus County staff will continue to stay involved in foreclosure related seminars and workshops to assist households in danger of foreclosure and collaborate with Project Sentinel in fair housing related efforts.

## **Actions to Address Barriers to Affordable Housing**

In an effort to address the barriers to affordable housing, the Stanislaus 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 Stanislaus Urban County as a potential resource for affordable housing for moderate, low and very-low income households, the Stanislaus Urban County has and will continue to participate in the NSP. NSP connects first time homebuyers to Down Payment Assistance (DPA) and affordable single family homes within the Stanislaus 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.

### **Down Payment Assistance Programs**

Stanislaus 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 which would otherwise remain vacant.

### **Multi-Family Housing Development**

To address the need for multi-family housing, the City of Oakdale completed a fifty unit multi-family affordable housing project for extremely low, very low, and low-income seniors in Fiscal Year 2012-2013. The project cost was \$11.2 million and was financed through a variety of sources including Redevelopment Agency Housing Set-Aside, HOME Investment Partnerships Program, and low-income housing tax credits. This project has added multi-family rental housing to Stanislaus Urban County's affordable housing inventory.

The City of Waterford, Stanislaus County and the HACS will also undertake the construction of a five unit senior housing project in the City of Waterford. The project will be constructed with NSP and HOME Investment Partnerships Program funds. The project is replacing a blighted, foreclosed multi-family building that was acquired through NSP.

The cities of Newman and Patterson, in recent years, have also shown commitment to providing affordable housing opportunities through their undertaking of multi-family affordable housing projects. These projects continue to be utilized by low income families and are at full capacity.

### **Homeless Prevention & Rapid Re-Housing Program (HPRP)**

Approximately 40% of the Fiscal Year 2013-2014 ESG award will go towards ESG programs that provide rental assistance, utility assistance, payment of rental and utility arrears, or rental or utility deposits in combination with case management which works with clients on an individual basis to sustain permanent housing. Modeled after the 2009 Recovery Act Homeless Prevention and Rapid Re-housing (HPRP) Recovery program, which concluded in August 2012, the program utilizes housing search and placement services, intensive case management, and rental assistance to remove barriers to permanent housing for homeless persons and persons 30% or under the AMI who are at-risk of losing their housing.

### **HOME/American Dream Down Payment Initiative (ADDI)**

The Stanislaus 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.

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 members of the Stanislaus Urban County will continue to use their HOME funds to address the variety of housing needs within their individual jurisdictions. The Stanislaus Urban County's CP identifies homeownership and owner occupied housing rehabilitation as top housing priorities. As such, the Stanislaus 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:



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

The Stanislaus Urban County is a participating jurisdiction under the City of Turlock HOME Consortium. The Stanislaus 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) and/or housing rehabilitation. Additionally, the City of Turlock utilizes American Dream Down Payment Initiative funds (a separate down-payment assistance fund allocation administered as part of the HOME Program) and Workforce Initiative Subsidy for Homeownership (WISH) funds are utilized by the Housing Authority of the County of Stanislaus in partnership with their Family Self-Sufficiency program.

**1. 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 Urban County members will continue to use HOME funds to provide affordable housing opportunities to its low income populations. When using HOME funds the Stanislaus Urban County will use the Recapture provision.

The HOME statute specifies that under recapture provisions, the participating jurisdiction (PJ) must recapture the HOME investment from available net proceeds in order to assist other HOME-eligible families. The HOME recapture provisions are established at §92.253(a)(5)(ii), and unlike the resale approach, permit the original homebuyer to sell the property to any willing buyer during the period of affordability while the PJ is able to recapture all or a portion of the HOME-assistance provided to the original homebuyer.

The four basic recapture options are described in the HOME rule:

1. *PJ Recaptures Entire Direct HOME Subsidy*
2. *Reduction During Affordability Period*
3. *Shared Net Proceeds*
4. *Owner Investment Returned First*

The Stanislaus Urban County will use the first method under the Recapture model: **PJ Recaptures Entire Direct HOME Subsidy**. With this option, Stanislaus County recaptures the entire amount of the direct HOME subsidy provided to the homebuyer before the homebuyer receives a return. Stanislaus County's recapture amount is limited to the net proceeds available from the sale.

In cases where the net proceeds available at the time of sale are insufficient to recapture the entire direct HOME subsidy provided to the homebuyer, Stanislaus County is not required to repay the difference between the total direct HOME subsidy and the amount Stanislaus County is able to recapture from available net proceeds.

In applying the first option of the recapture provision, the following formula shall be used:

$$\begin{array}{r} \text{Sales Price of Unit} \\ \text{Superior Non HOME Debt} \\ \hline - \text{Closing Costs} \\ \hline = \text{Net Proceeds} \end{array}$$

- 2. If the PJ will use HOME funds to refinance existing debt secured by multifamily housing 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 Stanislaus 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 Stanislaus 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 Stanislaus Urban County will partner with agencies such as Behavioral Health and Recovery Services (BHRS) to address the housing needs of these special needs populations.

## HOMELESS PROGRAMS

### Homeless and Special Needs

- 1. Identify the federal, state, and local resources (including program income) the jurisdiction expects to receive 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.**
- 2. Explain how federal funds will leverage resources from private and non-federal public sources, including how matching requirements of HUD programs will be satisfied.**

#### **Competitive McKinney-Vento Homeless Assistance Act funds**

The chart below indicates the funding acquired through the Continuum of Care (for Fiscal Year 2012-2013) to assist those individuals/families directly suffering from homelessness along with those in jeopardy of becoming homeless.

<b>Project Name</b>	<b>Program</b>	<b>Award Amount</b>
Berberian Transitional Housing Program	SHPR	\$101,905
Pathways – Support Services	SHPR	\$43,241
Stanislaus Homeless Collaborative	SHPR	\$97,129
Shelter Plus Care 5 2012 Renewal	S+CR	\$142,300
Shelter Plus Care1-4 2011 Renewal	S+CR	\$981,287
Permanent Housing #1	SHPR	\$95,850
Homes for Homeless	SHPR	\$90,011
HALO Housing 2011	SHPR	\$124,154
HALO Homes 2011	SHPR	\$199,962
HALO Apartments	SHPR	\$230,043
Pathways	SHPR	\$78,976
Families in Transition	SHPR	\$69,643
HALO 7	SHPR	\$92,025
HALO 4 2011	SHPR	\$164,716
Stanislaus HMIS 2012 Renewal	HMIS	\$84,795
<b>Total:</b>		<b>\$2,596,037</b>

SHPR: Supporting Housing Program – Renewal

S+CR: Shelter Plus Care - Renewal

Source: HUD Fiscal Year 2012 CoC Grants Award

### **Housing Choice Voucher Program**

The Housing Choice Voucher (HCV) Program, previously and still commonly known as the Section 8 Program, provides financial assistance to low-income households by paying a portion of the monthly rent directly to property owners. The HCV program is the largest assistance program administered by the HACS. The voucher program permits families to select their own units from available private housing stock. There is no limit on the rent for the unit a family selects. However, the rent charged by the owner must be reasonable in relation to the rent charged for comparable unassisted units. Assistance is equal to the difference between the tenant contribution (30 percent of adjusted income) and the payment standard. If the family selects a unit renting for more than the payment standard, the family pays the excess. Its rent to income ratio would then exceed 30 percent of adjusted income. If the family selects a unit renting for less than the payment standard, it, in effect, keeps the difference by paying a lower percentage of its income for rent.

HACS states that it administers a total of 3,990 Housing Choice vouchers and certificates, of which 3,928 are currently in use (see Figure IV-7). Of this total, 3,295 are presently being used within the city limits of Modesto, Turlock, and Riverbank, the three cities not part of the Stanislaus Urban County. This leaves a total of 633 vouchers and certificates in use

within the Stanislaus Urban County (16.1%), of which 563 (14.3%) are in use in the six incorporated towns, and 70 (1.8%) in the Stanislaus Urban County's unincorporated area.

<b>Distribution of In-Use Housing Choice Vouchers (HCV)</b>		
Non-Stanislaus Urban County Cities	3,295	83.9%
Stanislaus Urban County Cities	563	14.3%
Stanislaus Urban County	633	13.8%
Unincorporated Areas	70	1.8%
<b>Total</b>	<b>4,561</b>	<b>100.0%</b>

**Source: The 2012 Analysis of Impediments to Fair Housing Choice, Stanislaus County**

### **Emergency Solutions Grant (ESG) Funds**

Another tool available to Stanislaus Urban County residents to address homelessness is the Stanislaus County ESG program. This program provides funds for emergency and transitional shelter programs as well as for rental assistance and housing search and placement services for households who are homeless or at-risk of becoming homeless. ESG funding is also utilized to improve data collection and quality in the Homeless Management Information System (HMIS). Ensuring accurate and complete data of a person's entry into and out of homelessness will allow the County and CoC to more effectively target homeless funds throughout the county.

### **3. ESG Match Funds**

Below is a summary of the match funding identified for the Fiscal Year 2013-2014 ESG Allocation, listed by each agency receiving funding:

#### **CHILDREN'S CRISIS CENTER – HOUSING FOR FAMILIES WITH DEPENDENT CHILDREN**

##### ***State Funds***

CA Department of Education, CCTR	\$78,300
CA Department of Education, CSPP	\$52,200

***Private Funds*** CCC Friends

\$65,250

***Total Match Funds*** **\$195,750**

#### **COMMUNITY HOUSING AND SHELTER SERVICES – SANTA FE PROJECT**

##### ***Federal Funds***

City of Modesto ESG	\$21,718
EFSP Funds	\$40,000

##### ***Private Funds***

Donations	<u>\$2,000</u>
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***Total Match Funds*** **\$63,718**

#### **FAMILY PROMISE – TRANSITIONAL SHELTER FOR HOMELESS FAMILIES**

##### ***Private Funds***

Private Donations	\$33,481
Volunteers	<u>\$40,000</u>

***Total Match Funds*** **\$73,481**

**WE CARE OF TURLOCK – EMERGENCY COLD WEATHER SHELTER*****Federal Funds***

City of Turlock CDBG	\$10,000
City of Modesto CDBG	\$14,000
FEMA EFSP	\$10,000

***Other***

Fundraising	\$5,000
Private Donations	\$21,340
Volunteers	\$18,000
Food Donations	<u>\$2,500</u>

***Total Match Funds*      **\$82,840****

**WE CARE OF TURLOCK – RAPID RE-HOUSING*****Other***

In-kind	\$9,559
Private Donations	<u>\$5,000</u>

***Total Match Funds*      **\$14,559****

4. Describe, briefly, the jurisdiction's plan for the investment and use of available resources and one-year goals for reducing and ending homelessness.
5. Describe specific action steps for reducing and ending homelessness that (i) reach out to homeless persons (especially unsheltered persons) and assessing their individual needs; (ii) address emergency shelter and transitional housing needs; (iii) help homeless persons (especially persons that are chronically homeless, families with children, veterans, and unaccompanied youth) make the transition to permanent housing and independent living.

**Homeless Funding Overview**

To develop the Stanislaus Urban County's ESG funding priorities, the current condition of homelessness in the nation and Stanislaus County was examined by pulling from the 2011 Point-in-Time (PIT) count, the CoC's 2012 Exhibit 1, the Stanislaus Urban County's Fiscal Year 2012-2015 CP, the CoC's 10-Year Plan to End Long-Term Homelessness (2007), and the United States Interagency Council on Homelessness's Report, "Opening Doors – Federal Strategic Plan to Prevent and End Homelessness" (2010). A recent Community Survey, conducted in preparation for the development of Stanislaus Urban County's Fiscal Year 2012-2015 CP, identified homeless services as a high priority and homeless prevention activities as a medium priority. The eligible activities under ESG, were then compared to existing services available to homeless and at-risk persons to develop ESG funding priorities that would serve target populations while not duplicating services.

*The Federal Strategic Plan to Prevent and End Homelessness has the following four Goals:*

- End Chronic Homelessness in five years
- Prevent and End Homelessness among Veterans in 5 years
- Prevent and End Homelessness for Families, Youth and Children in 10 years
- Set a Path to End all Homelessness

This document focuses on solving homelessness for the chronic homeless, homeless veterans, homeless families with children, and homeless unaccompanied youth. Within the document six (six) strategies are discussed as paths to housing those target populations:

- Individualized Goal-Based Service Planning
- On-Going Support Services Connected to Mainstream Resources
- Independent Living Skills Training
- Connections to Supportive and Trustworthy Adults and Support Networks
- Employment and Education
- Housing

Similarly, the CoC's 10-Year Plan to End Long-term Homelessness, identifies chronically homeless, long-term homeless adults and families, and homeless youth as target groups for homeless assistance. Currently, the focus of CoC funding has been to provide permanent supportive housing for chronically homeless, homeless veterans and for homeless youth out of foster care. In terms of serving unsheltered homeless, the CoC coordinated with the Gospel Mission to put on a homeless fair in the Fall of 2012, where service providers were able to connect homeless persons to medical screenings, enrollment assistance, documentation replacements, emergency food and clothing, as well as for general resource and referral services.

Over the last Fiscal Year a number of changes have occurred in terms of the type of available homeless beds. The CoC's Exhibit 1 describes that Stanislaus County has experienced a loss of emergency shelter beds from Fiscal Year 2011-2012. The main contributing factors were the Modesto Gospel Mission transfer of additional beds from Emergency Shelter to Transitional Housing and revised counting methods for motel vouchers at Community Housing and Shelter Services (CHSS). The CoC's Exhibit 1 reported an increase in Transitional Housing beds and in Permanent Supportive Housing beds due to the revision and expansion of a number of existing programs.

Although both shelter activities and homeless prevention and rapid re-housing activities continue to be funding priorities, it is important to note that due to the fact that the level of available ESG funding for rental assistance is approximately 25% of the amount received for the Recovery Act HPRP program, the number of rental assistance units available to Stanislaus County have been greatly reduced. Homeless prevention activities, while remaining to be a service that is greatly needed throughout the Stanislaus Urban County, received slightly less priority than Rapid Re-housing and shelter services and accordingly, less funding is proposed to be allocated to this activity. Additionally, the Stanislaus Urban County, in recognition that HMIS has the potential to be utilized as a critical data tool in identifying the best methods for preventing and ending homelessness, will focus a portion of its Fiscal Year 2013-2014 ESG award to improving the CoC's HMIS system. Lastly, in conjunction with our CDBG Economic Development program, a strong focus for ESG funds will be providing job training and placement opportunities for Rapid Re-housing and Homeless Prevention recipients.

Based on an evaluation of the information provided above, the Stanislaus Urban County has identified a funding gap in emergency and transitional shelters programs and in rental assistance programs. Without emergency and transitional shelters providing temporary shelter for homeless individuals and families, re-housing the homeless would not be as effective. In response to this funding gap and symbiotic nature of the two program types, County ESG funds will be targeting shelter and/or HPRP programs.

### **Homeless Funding Priorities**

Based on the data provided above the following funding priorities have been identified for the Stanislaus Urban County's ESG Program:

**Target Populations:** Chronic Homeless, Homeless Veterans, Homeless Families with Children, Homeless Unaccompanied Youth.

**High Priority Services:** Employment assistance and job training, Benefit Enrollment, Resource and Referral Services, Medium-term Rental Assistance, HMIS, Housing Search and Placement, Housing Stability Case Management, Life skills training, Shelter Operations, Essential Shelter Services.

**Medium Priority Services:** Short-term Rental Assistance, Utility Assistance, Utility Deposits, Security Deposits, Rental Arrears, Rental application fees, Child care, Education services, Transportation.

**Low Priority Services:** Legal Services, Mental Health Services, Last month's rent payments, Moving costs, Mediation, Credit repair, Outpatient health services, Mental health services, Substance abuse treatment services, Services for special populations, Renovation, Uniform Relocation Assistance.

**6. Homelessness Prevention—Describe planned action steps for reducing ending homelessness that help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to be discharged from publicly funded institution and systems of care or those receiving assistance from public or private agencies that address housing, health, social service, employment, education or youth needs.**

## Homelessness Prevention

Although we have no exact count as to the number of persons who lose their housing and become homeless each year, we do know what risk factors play into causing homelessness.

Some risk factors for homelessness include the following:

- Sudden and significant increase in utility costs
- Mental health and substance abuse issues
- Physical disabilities and other chronic health issues, including HIV/AIDS
- Severe housing cost burden (greater than 50 percent of income for housing costs)
- Homelessness in the last 12 months
- Young head of household (under 25 with children or pregnant)
- Current or past involvement with child welfare, including foster care
- Pending foreclosure of housing (rental or homeownership)
- Extremely low income (less than 30 percent of Area Median Income)
- Past institutional care (prison, treatment facility, hospital)
- Recent traumatic life event, such as death of a spouse or primary care provider, abandonment of spouse or primary care provider, or recent health crisis that prevented the household from meeting its financial responsibilities
- Credit problems that preclude obtaining of housing
- Significant amount of medical debt
- Eviction within 2 weeks from a private dwelling (including housing provided by family or friends)
- Discharge within 2 weeks from an institution in which the person has been a resident for more than 180 days (including prisons, mental health institutions, hospitals)
- Residency in housing that has been condemned by housing officials and is no longer meant for human habitation
- Sudden and significant loss of income

Persons who are “at-risk of homelessness” include individuals or families that are experiencing one or more of the risk factors described below. When evaluating these risk factors within the context of Stanislaus County a rise in persons at-risk of homelessness is anticipated. These factors will be taken into consideration when evaluating a client's risk of entering homelessness:

### ***Mental or Physical Disabilities, Substance Abuse and Other Chronic Health Issues***

Living with mental illness, physical disabilities, substance abuse or other chronic health issues can increase the risk of homelessness. The Health Services Agency's Stanislaus County Community Health Assessment Survey for 2008 found that Stanislaus County residents who needed help for emotional or mental health problems increased from 14.6% in 2001 to 20.5% in 2005. However, the number of persons who did not see health professionals who needed it for emotional or mental problems was at 43.3%. When asked why those not receiving help did not get it, 62.4% responded that it was due to a lack of insurance. The 2010 American Community Survey estimates that 12.3% of Stanislaus County residents are living with a disability. Stanislaus County rates for chronic health issues, such as diabetes, asthma and obesity, are higher than averages for the State.

### ***"Standard Condition" & "Substandard Condition But Suitable For Rehabilitation"***

Housing that is substandard, such as housing units with inadequate plumbing or heating, increases the risk of homelessness. HUD Community Planning and Development (CPD) Maps identifies Stanislaus County as having 1,225 substandard housing units, 335 of which are occupied by persons who are 30% and under the AMI. A housing unit is considered to be in "Standard Condition" if:

- The unit is structurally sound and provides adequate shelter from the weather elements and a securable interior environment.
- Has operable indoor plumbing (a minimum of one of each; wash basin, water closet, bathing facilities, kitchen sink).
- Has an adequate, safe electrical system.
- Have sanitary food preparation facilities.
- Has no presence of environmental health concerns such as mold and lead.
- Meets HUD Housing Quality Standards (HQS) standards.

A housing unit is considered to be in "substandard condition but suitable for rehabilitation" if the housing unit:

- Does not meet one or more of the conditions required for a dwelling to be in "standard condition" and the cost to bring the dwelling into compliance does not exceed 75% of the value of the house and property.
- Has been declared unfit or unsafe for occupancy by a government agency and the cost to bring the dwelling into compliance does not exceed 75% of the value of the house and property.

### **Cost Burden and Severe Cost Burden**

Cost is the primary reason many individuals are unable to obtain or maintain quality housing. With the downturn in the economy, Stanislaus County has been one of the hardest hit areas in the country. Approximately 46% (75,474 households) of Stanislaus County's 165,761 households have monthly housing costs in excess of 30% of their monthly income. Approximately 54% (35,958 households) of rental households have monthly housing costs of 30% or greater compared to 40% (38,516 households) for owners.

### **Unemployment and Underemployment**

Stanislaus County's unemployment rate is 18%, the population is extremely low income (less than 30 percent of Area Median Income), and many have suffered a sudden and significant loss of income. Job scarcity, pay rate cut-backs and low wage jobs also contribute to a higher risk for homelessness. Barriers to obtaining employment that provide adequate income for housing stability include, a lack of education, illiteracy, language barriers, lack of basic life skills, lack of transportation.



## Overcrowding

Extremely low incomes, combined with substandard housing provide a high risk factor for homelessness. Households whose housing becomes uninhabitable or who have experienced a sudden decrease in income often lose their housing and end up staying with friends or family in a doubled up. In coping with economic challenges over the past few years, many of us have combined households with other family members or individuals. These “doubled-up” households are defined as those that include at least one “additional” adult – in other words, a person 18 or older who is not enrolled in school and is not the householder, spouse or cohabiting partner of the householder.

The Census Bureau reported that the number and share of doubled-up households and adults sharing households across the country increased over the course of the recession, which began in December 2007 and ended in June 2009. In Spring 2007, there were 19.7 million doubled-up households, amounting to 17.0 percent of all households. Four years later, in Spring 2011, the number of such households had climbed to 21.8 million, or 18.3 percent.

These factors combined with high amounts of household debt, and rising utility, gas and food costs raise the risk that individuals or families may enter into homelessness. Households at-risk of homelessness need access to the following services:

- Job training;
- Sustainable paying jobs;
- Affordable housing;
- Supplemental food supplies;
- Life-skills training;
- Basic coping skills, financial planning, food shopping, spending;
- Safe, affordable child care;
- Accessible and reliable public transportation;
- Case management services or supportive housing after leaving a shelter;
- Coordinated case management for those involved with a variety of public entities, such as the courts and parole;
- A safe environment that is drug and gang free;
- Recreational programs for adults;
- Chore services, including yard maintenance for the elderly;
- Medication administration assistance for the elderly; and,
- A short-term housing payment program for those with health problems or job loss.

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 ESG, 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 rental assistance 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.

**7. 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.**

**Discharge Coordination 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 Stanislaus County 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 Stanislaus County 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 of the County of Stanislaus; requested SHSSC submit bylaws for Board review; and, designated the SHSSC to develop and implement the CoC 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 CoC Plan includes the following discharge policy (excerpt from the SHSSC CoC Plan):

“The Stanislaus County CoC 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 Stanislaus County and future plans to improve the discharge planning process.

Through contracted services provided by Telecare SHOP, (Stanislaus 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 SHSSC 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 of the County of Stanislaus 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 SHSSC 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 SHSSC 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 SHSSC 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 SHSSC 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 SHSSC, 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 SHSSC, 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 SHSSC 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 SHSSC will consider the needs in developing permanent supportive housing for inmates released from facility settings."

The Stanislaus County CDBG Program, in response to the federal requirement that all AAP's 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. Representatives from Behavioral Health and Recovery Services (BHRS) and the Community Services Agency (CSA) regularly attend the monthly CoC Housing Collaborative meetings and are active participants in program planning for homeless fund utilization throughout Stanislaus County. The Health Services Agency (HAS) has been contacted in regard to recent and upcoming health care reform legislation, some of which encourages incorporating rental assistance and case management into discharge planning. Because Stanislaus County does not have a public hospital, private hospitals will ultimately need to be consulted in the future as to which health care reform measures they will be implementing. On October 1, 2011 California passed a corrections realignment plan, which shifts responsibility from the state to counties for the custody, treatment, and supervision of individuals convicted of specified nonviolent, non-serious, non-sex crimes. In anticipation for the huge impact this will have on Stanislaus County in terms of discharging persons released from County jails into homelessness CoC representatives regularly attend the Stanislaus County Community Corrections Partnership, which is the body that is assisting with the realignment process, to ensure a coordinated discharge policy is established in collaboration with service providers, and the Stanislaus County Sheriff's and Probation Departments. County probation officers also attended a CoC

meeting in the Fall of 2012 to explain what services were available to parolees and to identify where gaps in services existed.

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
- Salvation Army

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

- **Describe specific activities the jurisdiction plans to undertake to address the housing and supportive service needs of persons who are not homeless (elderly, frail elderly, persons with disabilities, persons with HIV/AIDS, persons with alcohol or other substance abuse problems).**

## Non-Homeless Special Needs

Individuals with disabilities make up about 63,000 individuals of the entire County of Stanislaus or about 12.3%. Those requiring special needs services may require housing services as well. According to the Stanislaus County Health Services Agency's 2008 Community Health Assessment, over 50% of persons with disabilities within Stanislaus County are also elderly. The Stanislaus Urban County's CDBG Public Service funds provide funding for programs that serve persons with disabilities with basic needs, such as food, transportation, and assistive technologies for increased mobility.

In Stanislaus County, a total of 102 cases of HIV were on record. Of those, the greatest number of cases of HIV was among Caucasians (61), followed by Hispanics (24) through the end of 2007. By age, 20 to 29 year olds had the highest number of cases of HIV (36), followed by 30 to 39 year olds (28). Although, we do not have a housing program in Stanislaus County that specifically targets persons with special needs, we do offer rental assistance and first-time home buyer programs that serve all low-income populations throughout Stanislaus County such as the NSP Program, We Care of Turlock, the Children's Crisis Center or the Community Housing and Shelter Services. Additionally, individuals with unmet medical needs are referred to the Stanislaus County Health Services Agency's (HSA) HIV/STD/Hepatitis C Program which provides residents living with HIV/AIDS medical assistance based on a sliding fee scale. Clients with special needs who are not at-risk of losing their housing are often served through resource and referral programs where case managers can assist them in obtaining SSDI in combination with short-term rental assistance so they can maintain permanent stable housing.

## Homeless Funding Summary

Approval of the Stanislaus Housing and Support Services Collaboratives' (SHSSC), federally recognized as the CoC, 10-Year Plan (2002-2012) to End Long-Term Homelessness has been received from all Stanislaus Urban County members 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 - 2013.

In addition to providing basic food, shelter and access to showers and clean clothing, agencies that have received ESG funds through the Stanislaus 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 Stanislaus 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, which may have a direct engagement in the lives of the homeless and those at risk of becoming homeless.

## Emergency Solutions Grant (ESG)

### **1 Identify the written standards for providing ESG assistance in accordance with 24 CFR 576.400(e)(1) and (e)(3).**

*If the recipient is a metropolitan city, urban county, or territory: include written standards for providing the proposed assistance. The written standards must include:*

*a. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under ESG.*

*b. Policies and procedures for coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers.*

*c. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance.*

*d. Standards for determining the share of rent and utilities costs that each program participant must pay, if any, while receiving homelessness prevention or rapid rehousing assistance.*

*e. Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time.*

*f. Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participants receives assistance; or the maximum number of times the program participants may receive assistance.*

### **Evaluating Eligibility for Assistance under ESG**

1. **Initial Evaluations.** The recipient or its sub-recipient must conduct an initial evaluation to determine the eligibility of each individual or family's eligibility for ESG assistance and the amount and types of assistance the individual or family needs to regain stability in permanent housing, in accordance with the centralized or coordinated assessment requirements set forth under 24 CFR §576.400(d) and the written standards established under 24 CFR §576.400(e).
2. **Determining Program Participant Eligibility.** The following criteria shall be used to determine program participant eligibility for assistance under ESG:
  - a. Income shall be annualized and calculated based on the standards for the Housing Choice Voucher Program (Section 8 Eligibility Standards). Program participants must be 30% and under the Area Median Income to be determined to be eligible.
  - b. A client cannot be determined to be ineligible for the program due to a lack of income.
  - c. Additional criteria, established by the CoC's ESG Sub-committee shall be followed.
  - d. Rapid Re-housing assistance, specifically for the target populations listed below, shall be prioritized over Homeless Prevention assistance:
    - i. Chronically Homeless
    - ii. Homeless Veterans
    - iii. Homeless Families with Children
    - iv. Homeless Unaccompanied Youth
3. **Annual income.** For each program participant who receives homelessness prevention assistance, or who receives rapid re-housing assistance longer than one year, the following documentation of annual income must be maintained:
  - a. Income evaluation form containing the minimum requirements specified by HUD and completed by the recipient or sub-recipient; and
  - b. Source documents for the assets held by the program participant and income received over the most recent period for which representative data is

- available before the date of the evaluation (e.g., wage statement, unemployment compensation statement, public benefits statement, bank statement);
- c. To the extent that source documents are unobtainable, a written statement by the relevant third party (e.g., employer, government benefits administrator) or the written certification by the recipient's or sub-recipient's intake staff of the oral verification by the relevant third party of the income the program participant received over the most recent period for which representative data is available; or
  - d. To the extent that source documents and third party verification are unobtainable, the written certification by the program participant of the amount of income the program participant received for the most recent period representative of the income that the program participant is reasonably expected to receive over the 3-month period following the evaluation.
4. **Determinations of ineligibility.** For each individual and family determined ineligible to receive ESG assistance, the record must include documentation of the reason for that determination.
5. **Re-evaluations for homelessness prevention and rapid re-housing assistance.** The recipient or sub-recipient must re-evaluate the program participant's eligibility and the types and amounts of assistance the program participant needs not less than once every three (3) months for program participants receiving homelessness prevention assistance, and not less than once annually for program participants receiving rapid re-housing assistance. At a minimum, each reevaluation of eligibility must establish that:
- a. The program participant does not have an annual income that exceeds 30 percent of median family income for the area, as determined by HUD; and
  - b. The program participant lacks sufficient resources and support networks necessary to retain housing without ESG assistance.
  - c. The recipient or sub-recipient may require each program participant receiving homelessness prevention or rapid re-housing assistance to notify the recipient or sub-recipient regarding changes in the program participant's income or other circumstances (e.g., changes in household composition) that affect the program participant's need for assistance under ESG. When notified of a relevant change, the recipient or sub-recipient must re-evaluate the program participant's eligibility and the amount and types of assistance the program participant needs.
  - d. Annual income. When determining the annual income of an individual or family, the recipient or sub-recipient must use the standard for calculating annual income under 24 CFR 5.609.
  - e. Connecting program participants to mainstream and other resources. The recipient and its sub-recipients must assist each program participant, as needed, to obtain:
  - f. Appropriate supportive services, including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and
  - g. Other Federal, State, local, and private assistance available to assist the program participant in obtaining housing stability, including:
    - i. Medicaid (42 CFR chapter IV, subchapter C);
    - ii. Supplemental Nutrition Assistance Program (7 CFR parts 271-283);
    - iii. Women, Infants and Children (WIC) (7 CFR part 246);
    - iv. Federal-State Unemployment Insurance Program (20 CFR parts 601-603, 606, 609, 614-617, 625, 640, 650);
    - v. Social Security Disability Insurance (SSDI) (20 CFR part 404);



- vi. Supplemental Security Income (SSI) (20 CFR part 416);
- vii. Child and Adult Care Food Program (42 U.S.C. 1766(t) (7 CFR part 226));
- viii. Other assistance available under the programs listed in 24 CFR § 576.400(c).

6. **Eligibility for Rental Units.** The rental unit identified to receive financial assistance must meet the following minimum qualifications. This applies to both rental units receiving Rapid Re-housing and Homeless Prevention assistance:

- a. Unit must pass habitability inspections, which includes an assessment for lead-based paint hazards. Inspections shall be requested on a standard form and will be conducted by Stanislaus County Building Permits Division staff.
  - b. Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888.111-888.115, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507. (1) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public Housing Authority of the County of Stanislaus for the area in which the housing is located.
  - c. Best efforts must be made to ensure that units receiving ESG assistance are legal dwellings and are not in the process of foreclosure.
  - d. Units receiving assistance, or the client's last known residence, must be located within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. This limitation does not apply if the client has been homeless for one (1) year or more.
7. **Terminating assistance.** In general, if a program participant violates program requirements, the recipient or sub-recipient may terminate the assistance in accordance with a formal process established by the CoC that recognizes the rights of individuals affected. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases.
- a. To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of:
    - i. Written notice to the program participant containing a clear statement of the reasons for termination;
    - ii. A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
    - iii. Prompt written notice of the final decision to the program participant.
  - b. Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

## **Rapid Re-Housing and Homeless Prevention Assistance**

1. ***Rapid Re-Housing Assistance.*** If a program participant can document that they meet the following criteria, then they shall be considered to meet the definition of “homeless” and may qualify for Rapid Re-Housing assistance, provided that all other eligibility criteria can also be met:
  - a. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
    - i. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
    - ii. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
    - iii. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
  - b. An individual or family who will imminently lose their primary nighttime residence should be classified as Homeless Prevention
  - c. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
    - i. Are defined as homeless under the Runaway and Homeless Youth, Head Start, Violence Against Women, Public Health Services, Food and Nutrition, or Child Nutrition Acts;
    - ii. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
    - iii. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
    - iv. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addition, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or
  - d. Any individual or family who:
    - i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual or family’s primary nighttime residence or has made the individual or family afraid to return to their nighttime residence;
    - ii. Has no other residence; and
    - iii. Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.

2. **Homeless Prevention Assistance.** If a program participant can document that they meet the following criteria, then they shall be considered to meet the definition of "At-risk of Homelessness" and may qualify for Homeless Prevention assistance, provided that all other eligibility criteria can also be met:
  - a. An individual or family who:
    - i. Has an annual income below 30 percent of area median family income;
    - ii. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in the homeless definition; and
    - iii. Meets one of the following conditions:
      1. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
      2. Is living in the home of another because of economic hardship;
      3. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
      4. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, state, or local government programs for low-income individuals;
      5. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than two (2) (1.5 people per room, as defined by the U.S. Census Bureau);
      6. Is exiting a publicly funded institution, or system of care, e.g., health-care facility, mental health facility, foster care, or other youth facility, or correction program or institution; or
      7. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the Stanislaus Urban County approved CP;
  - b. A child or youth who does not qualify as homeless under the HEARTH Act but qualifies as homeless under the Runaway and Homeless Youth, Head Start, Violence Against Women, Public Health Services, Food and Nutrition, or Child Nutrition Acts; or
  - c. A child or youth who does qualify as homeless under the HEARTH Act but qualifies as homeless under the McKinney-Vento Homeless Assistance Act, and the parent(s) or guardian(s) of that child or youth if living with her or him.
3. **Short-term Rental Assistance.** (Medium priority as referenced in the CP survey results priority list) Short-term rental assistance is defined as rental assistance provided for up to 3 months.
4. **Medium-term Rental Assistance.** (High priority as referenced in the CP survey results priority list) Medium-term rental assistance is defined as rental assistance provided for more than 3 months but not more than 24 months of rent, within a 3 year period.
5. **Rental Arrears.** (Medium priority as referenced in the CP survey results priority list) Payment of rental arrears consists of a one-time payment for up to 6 months of rent in arrears, including any late fees on those arrears.
6. **Tenant-based rental assistance.** Includes providing rental assistance to program participants who pay rent for a unit that is under a lease. The following standards apply to this type of rental assistance:

- a. A program participant who receives tenant-based rental assistance may select a housing unit in which to live and may move to another unit or building and continue to receive rental assistance, as long as the program participant continues to meet the program requirements.
  - b. The recipient may require that all program participants live within a particular area for the period in which the rental assistance is provided.
  - c. The rental assistance agreement with the owner must terminate and no further rental assistance payments under that agreement may be made if:
    - i. The program participant moves out of the housing unit for which the program participant has a lease;
    - ii. The lease terminates and is not renewed; or
    - iii. The program participant becomes ineligible to receive ESG rental assistance.
7. **Project-based rental assistance.** Project-based rental assistance is an eligible ESG activity. However, any ESG funded project-based rental assistance program must work with Stanislaus County staff to ensure the program complies with 24 CFR § 576.106 (i).
8. **Use with other subsidies.** Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance, or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URA payments.
9. **Maximum Amounts and Periods of Assistance.** Each program participant may receive up to 12 months of rental assistance and housing relocation and stabilization services. This assistance may be extended if the program participant's housing plan has been followed and the case manager determines that additional months of assistance are required for the participant to overcome additional barriers to housing. In no case can HPRP assistance exceed 24 months during any 3-year period.
10. **Prioritizing Assistance Type.** Standards for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance.
- a. Rapid Re-housing assistance, particularly for chronically homeless, for veterans, for unaccompanied youth, and for families with children, shall be prioritized over other financial assistance types.
  - b. When developing a client's housing plan, the following eligible activities should be considered a high priority:
    - a. Employment Assistance and job training
    - b. Benefit enrollment
    - c. Resource and referral services
    - d. Medium-term rental assistance
    - e. Housing search and placement
    - f. Housing stability case management
    - g. Life skills training
  - c. When developing a client's housing plan, the following eligible activities should be considered a medium priority:
    - a. Short-term rental assistance
    - b. Utility assistance
    - c. Utility deposits
    - d. Security deposits

- e. Rental arrears
  - f. Rental application fees
  - g. Child care
  - h. Education services
  - i. Transportation
- d. When developing a client's housing plan, the following eligible activities should be considered a low priority:
- a. Legal services
  - b. Mental health services
  - c. Last's month rental payments
  - d. Moving costs
  - e. Mediation
  - f. Credit repair
  - g. Outpatient health services
  - h. Mental health services
  - i. Substance abuse treatment services
  - j. Services for special populations
- e. If a client enters the program as Rapid Re-housing, then exits and re-enters are they will be reclassified as Homeless Prevention. The length of Rapid Re-housing and Homeless Prevention assistance will be counted towards the maximum number of months to receive assistance together.
11. **Program Participant Responsibilities.** Standards for determining the share of rent and utilities costs that each program participant is responsible to pay, if any, while receiving homelessness prevention or rapid rehousing assistance is as follows:
- a. If at intake a client is determined to have cash-income or benefits, their rental assistance shall decrease by 10% every month. If a case manager determines that barriers exist that would make this requirement an obstacle to stable permanent housing at program exit, then this requirement may be waived. Barriers shall be documented in client file and must be consistent with CoC established barriers.
  - b. Debt to income ratio limits include: 35% income to housing ratio; and a 45% total monthly debt to income ratio. If a case manager creates a housing plan that includes a plan for getting a program participant's debt to income ratio to these levels, then this requirement may be waived. This shall be documented in the client's Housing Plan and signed by the client.
12. **Rental assistance agreement.** The recipient or sub-recipient may make rental assistance payments only to an owner with whom the recipient or sub-recipient has entered into a rental assistance agreement. The rental assistance agreement must set forth the terms under which rental assistance will be provided, including the requirements that apply under this section. The rental assistance agreement must provide that, during the term of the agreement, the owner must give the recipient or sub-recipient a copy of any notice to the program participant to vacate the housing unit, or any complaint used under state or local law to commence an eviction action against the program participant.
13. **Late payments.** The recipient or sub-recipient must make timely payments to each owner in accordance with the rental assistance agreement. The rental assistance agreement must contain the same payment due date, grace period, and late payment penalty requirements as the program participant's lease. The recipient or sub-recipient is solely responsible for paying late payment penalties that it incurs with non-ESG funds.

14. **Lease.** Each program participant receiving rental assistance must have a legally binding, written lease for the rental unit, unless the assistance is solely for rental arrears. The lease must be between the owner and the program participant. Where the assistance is solely for rental arrears, an oral agreement may be accepted in place of a written lease, if the agreement gives the program participant an enforceable leasehold interest under state law and the agreement and rent owed are sufficiently documented by the owner's financial records, rent ledgers, or cancelled checks. For program participants living in housing with project-based rental assistance under paragraph (i) of this section, the lease must have an initial term of one year.
  
15. **Housing Relocation and Stabilization Services.** 24 CFR § 576.105. Any rapid re-housing or homeless prevention rental assistance must be provided in accordance with the housing relocation and stabilization services, in particular monthly case management. Program staff salary related costs cannot exceed 20% of the total grant award. Staff time will be reimbursed based on the number of hours spent providing housing relocation and stabilization services for Urban County clients plus up to 20% benefits, excluding overhead costs. Paid time off (PTO) is not an eligible expense.
  
16. **Financial assistance costs.** Financial assistance costs are eligible activities under Housing Relocation and Stabilization Services. Subject to the general conditions under 24 CFR § 576.103 and 24 CFR §576.104, ESG funds may be used to pay housing owners, utility companies, and other third parties for the following costs in order of funding priority:
  - a. *Rental application fees.* ESG funds may pay for the rental housing application fee that is charged by the owner to all applicants.
  - b. *Security deposits.* ESG funds may pay for a security deposit that is equal to no more than 2 months' rent.
  - c. *Last month's rent.* If necessary to obtain housing for a program participant, the last month's rent may be paid from ESG funds to the owner of that housing at the time the owner is paid the security deposit and the first month's rent. This assistance must not exceed one month's rent and must be included in calculating the program participant's total rental assistance, which cannot exceed 24 months during any 3-year period.
  - d. *Utility deposits.* ESG funds may pay for a standard utility deposit required by the utility company for all customers for the utilities listed in paragraph (v) of this section.
  - e. *Utility payments.* ESG funds may pay for up to 24 months of utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service. A partial payment of a utility bill counts as one month. This assistance may only be provided if the program participant or a member of the same household has an account in his or her name with a utility company or proof of responsibility to make utility payments. Eligible utility services are gas, electric, water, and sewage. No program participant shall receive more than 24 months of utility assistance within any 3-year period.
  - f. *Moving costs.* ESG funds may pay for moving costs, such as truck rental or hiring a moving company. This assistance may include payment of temporary storage fees for up to 3 months, provided that the fees are accrued after the date the program participant begins receiving assistance under paragraph (b) of this section and before the program participant moves into permanent housing. Payment of temporary storage fees in arrears is not eligible.

17. **Housing search and placement.** Housing Search and Placement is an eligible activity under Housing Relocation and Stabilization Services. This includes activities necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing, as follows:
- a. Assessment of housing barriers, needs, and preferences;
  - b. Development of an action plan for locating housing;
  - c. Housing search;
  - d. Outreach to and negotiation with owners;
  - e. Assistance with submitting rental applications and understanding leases;
  - f. Assessment of housing for compliance with ESG requirements for habitability, lead-based paint, and rent reasonableness;
  - g. Assistance with obtaining utilities and making moving arrangements; and
  - h. Referral for tenant counseling, to local fair housing provider.
18. **Housing Stability Case Management.** Housing Stability Case Management is an eligible activity under Housing Relocation and Stabilization Services. Each program participant receiving homelessness prevention or rapid rehousing assistance must meet regularly with a case manager and the assistance provider must develop an individualized housing plan to help that program participant retain permanent housing after the ESG assistance ends. These requirements are intended to help ensure that the ESG-funded emergency, short-term or medium-term assistance will be effective in helping program participants regain long-term housing stability and avoid relapses into homelessness. ESG funds may be used to pay cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing. This assistance cannot exceed 30 days during the period the program participant is seeking permanent housing and cannot exceed 24 months during the period the program participant is living in permanent housing. Component services and activities consist of:
- a. Using the centralized or coordinated assessment system as required under 24 CFR §576.400(d), to evaluate individuals and families applying for or receiving homelessness prevention or rapid re-housing assistance;
  - b. Conducting the initial evaluation required under 24 CFR § 576.401(a), including verifying and documenting eligibility, for individuals and families applying for homelessness prevention or rapid re-housing assistance;
  - c. Counseling;
  - d. Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
  - e. Monitoring and evaluating program participant progress;
  - f. Providing information and referrals to other providers;
  - g. Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
  - h. Conducting re-evaluations required under 24 CFR § 576.401(b).
19. **Mediation.** Mediation is an eligible activity under Housing Relocation and Stabilization Services. ESG funds may pay for mediation between the program participant and the owner or person(s) with whom the program participant is living, provided that the mediation is necessary to prevent the program participant from losing permanent housing in which the program participant currently resides.
20. **Legal services.** Providing legal services is an eligible activity under Housing Relocation and Stabilization Services. ESG funds may pay for legal services, as set forth in 24 CFR § 576.102(a)(1)(vi), except that the eligible subject matters also include landlord/tenant matters, and the services must be necessary to resolve a

legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides.

21. **Credit repair.** Assisting with credit repair is an eligible activity under Housing Relocation and Stabilization Services. ESG funds may pay for credit counseling and other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems. This assistance does not include the payment or modification of a debt.
22. **24 CFR § 576.107 HMIS component.** Provided funding from another local source is not already available for the HMIS related costs below, the recipient or sub-recipient may use ESG funds to pay the costs of contributing data to the HMIS designated by the CoC for the area. Activities funded under this section must comply with HUD's standards on participation, data collection, and reporting under a local HMIS. Eligible activities under this category include:
  - a. Purchasing or leasing computer hardware;
  - b. Purchasing software or software licenses;
  - c. Purchasing or leasing equipment, including telephones, fax machines, and furniture;
  - d. Obtaining technical support;
  - e. Leasing office space;
  - f. Paying charges for electricity, gas, water, phone service, and high-speed data transmission necessary to operate or contribute data to the HMIS;
  - g. Paying salaries for operating HMIS including, completing data entry, monitoring and reviewing data quality, completing data analysis, reporting to the HMIS Lead, training staff on using the HMIS or comparable database, and implementing and complying with HMIS requirements;
  - h. Paying costs of staff to travel to and attend HUD-sponsored and HUD-approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act;
  - i. Paying staff travel costs to conduct intake;
  - j. Paying participation fees charged by the HMIS Lead, if the recipient or sub-recipient is not the HMIS Lead. The HMIS Lead is the entity designated by the CoC to operate the area's HMIS; and
  - k. If the sub-recipient is a victim services provider or a legal services provider, it may use ESG funds to establish and operate a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

## Evaluating Outcomes

1. **Defining Stably Housed.** For the purposes of evaluating outcomes of Rapid Re-housing and Homeless Prevention assistance, a program participant is considered to be stably housed, if their residence at time of exit includes one of the following:
  - a. Permanent Supportive Housing
  - b. Rental by client no housing subsidy
  - c. Rental by client, VASH housing subsidy
  - d. Rental by client, other (non-VASH) housing subsidy
  - e. Staying or living with family, permanent tenure
  - f. Staying or living with friends, permanent tenure



2. **Additional Outcomes.** Additional outcomes to be tracked include the following:
  - a. Changes in employment
  - b. Changes in cash benefits
  - c. Changes in non-cash benefits
  - d. Supportive services received
  - e. Job or life skills training received

## Record Keeping

1. **Homeless status.** Documentation of homeless status must occur at intake. Lack of third-party documentation must not prevent an individual or family from being immediately admitted to emergency shelter, receiving street outreach services, or being immediately admitted to shelter or receiving services provided by a victim service provider. Records contained in an HMIS or comparable database used by victim service or legal service providers are acceptable evidence of third-party documentation and intake worker observations if the HMIS retains an auditable history of all entries, including the person who entered the data, the date of entry, and the change made; and if the HMIS prevents overrides or changes of the dates on which entries are made. Priority for obtaining evidence is as follows:
  - a. Third Party Written
  - b. Third Party Oral
  - c. Documents provided by program participant
  - d. Self-declaration
2. **Documenting Homelessness.** For each individual or family who receives ESG homelessness assistance, the records must include the evidence relied upon to establish and verify the individual or family's "homelessness" status. This evidence must include an intake and certification form that meets HUD specifications and is completed by the sub-recipient. Required documentation includes the following:
  - a. If the individual or family is lacking a fixed nighttime residence and is staying in either a place not meant for habitation or a shelter, acceptable evidence includes:
    - i. A written observation by an outreach worker of the conditions where the individual or family was living,
    - ii. A written referral by another housing or service provider,
    - iii. or a certification by the individual or head of household seeking assistance.
  - b. If the individual or family is exiting a public institution where their stay was 90 days or less, and where they stayed either in a place not meant for habitation or a shelter prior to entry, acceptable evidence includes 2a.i-iii above and:
    - i. Discharge paperwork or a written or oral referral from a social worker, case manager, or other appropriate official of the institution, stating the beginning and end dates of the time residing in the institution. All oral statements must be recorded by the intake worker; or
    - ii. Where the evidence in paragraph (b)(2)(i) of this section is not obtainable, a written record of the intake worker's due diligence in attempting to obtain the evidence described in paragraph (b)(2)(i) and a certification by the individual seeking assistance that states he or she is exiting or has just exited an institution where he or she resided for 90 days or less.
  - c. For any other circumstances where an individual or family qualifies as homeless under 24 CFR §576.2 of the Federal Code, the evidence must comply with 24 CFR §576.500(b) of the Federal Code.

3. **Documenting At risk of homelessness status.** For each individual or family who receives ESG homelessness prevention assistance, the records must include the evidence relied upon to establish and verify the individual or family's "at risk of homelessness" status. This evidence must include an intake and certification form that meets HUD specifications and is completed by the recipient or sub-recipient. The evidence must also include:
  - a. Determination of annual income
  - b. The program participant's certification on a form specified by HUD that the program participant has insufficient financial resources and support networks (e.g., family, friends, faith-based or other social networks, immediately available to attain housing stability and meets one or more of the conditions described of the definition of "at risk of homelessness" in 24 CFR §576.2)
  - c. The most reliable evidence available to show that the program participant does not have sufficient resources or support networks. Acceptable evidence includes:
    - i. Source documents (e.g., eviction notice, notice of termination from employment, unemployment compensation statement, bank statement, health-care bill showing arrears, utility bill showing arrears);
    - ii. To the extent that source documents are unobtainable, a written statement by the relevant third party (e.g., former employer, public administrator, relative) or the written certification by the recipient's or sub-recipient's intake staff of the oral verification by the relevant third party that the applicant meets one or both of the criteria under paragraph (1)(ii) of the definition of "at risk of homelessness" in 24 CFR § 576.2; or
    - iii. To the extent that source documents and third-party verification are unobtainable, a written statement by the recipient's or sub-recipient's intake staff describing the efforts taken to obtain the required evidence; and a statement that the intake staff that the staff person has visited the applicant's residence and determined that the applicant meets one or more of the criteria under paragraph (1)(iii) of the definition or, if a visit is not practicable or relevant to the determination, a written statement by the recipient's or sub-recipient's intake staff describing the efforts taken to obtain the required evidence
4. **Rental assistance agreements and payments.** The records must include copies of all leases and rental assistance agreements for the provision of rental assistance, documentation of payments made to owners for the provision of rental assistance, and supporting documentation for these payments, including dates of occupancy by program participants.
5. **Utility allowance.** The records must document the monthly allowance for utilities (excluding telephone) used to determine compliance with the rent restriction.
6. **Services and assistance provided.** The recipient must keep records of the types of essential services, rental assistance, and housing stabilization and relocation services provided under the recipient's program and the amounts spent on these services and assistance. The recipient and its sub-recipients that are units of general purpose local government must keep records to demonstrate compliance with the maintenance of effort requirement, including records of the unit of the general purpose local government's annual budgets and sources of funding for street outreach and emergency shelter services.

7. **Program participant records.** In addition to evidence of homeless status or “at risk of homelessness” status, as applicable, records must be kept for each program participant that document:
  - a. The services and assistance provided to that program participant, including, as applicable, the security deposit, rental assistance, and utility payments made on behalf of the program participant;
  - b. Compliance with the applicable requirements for providing services and assistance to that program participant under the program components and eligible activities provisions at 24 CFR § 576.101 through 24 CFR § 576.106, the provision on determining eligibility and amount and type of assistance at 24 CFR §576.401(a) and (b), and the provision on using appropriate assistance and services at 24 CFR §576.401(d) and (e); and
  - c. Where applicable, compliance with the termination of assistance requirement in 24 CFR § 576.402.

### Coordination among Homeless Service Providers

1. **Centralized or coordinated assessment systems and procedures.** The recipient and its sub-recipients must keep documentation evidencing the use of, and written intake procedures for, the centralized or coordinated assessment system(s) developed by the Continuum(s) of Care (CoC(s)) in accordance with the requirements established by HUD.
2. **Provider Coordination.** The ESG Sub-committee will meet once a month, after the general CoC meeting. ESG recipients must attend this sub-committee meeting bi-monthly to ensure standardized coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers.
3. **Coordination with CoC(s) and other programs.** The recipient and its sub-recipients must document their compliance with the requirements of 24 CFR § 576.400 for consulting with the Continuum(s) of Care and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs. *HMIS*. The recipient must keep records of the participation in HMIS or a comparable database by all projects of the recipient and its sub-recipients.

### Other

1. **Match Funding.** The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in 24 CFR § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third-party, Non-cash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.
2. **Program income.** Program income shall have the meaning provided in 24 CFR 85.25. Program income includes any amount of a security or utility deposit returned to the recipient or sub-recipient.
3. **Conflicts of interest.** The recipient and its sub-recipients must keep records to show compliance with the organizational conflicts-of-interest requirements in 24 CFR § 576.404(a)

**2 If the Continuum of Care for the jurisdiction's area has established a centralized or coordinated assessment system that meets HUD requirements, describe the centralized or coordinated assessment system and the requirements for using the system, including the exception for victim service providers, as set forth under 24 CFR 576.400(d)**

The CoC has developed two working committees to evaluate the best method for implementing a coordinated client intake and assessment process. As it is required to participate in HMIS as an ESG sub-recipient, a common set of data is currently being collected through entry of client information into the HMIS. However, a HMIS sub-committee has been formed and the group is in discussions about the pros and cons of data sharing in terms of the implications that sharing has on client privacy vs. the benefits of not having to reproduce client intake. Throughout Fiscal Year 2012-2013, the Sub-committee worked together to complete a common release form for client permission to be entered into HMIS. The ESG/SHP/HMIS Sub-committee has been utilizing a centralized intake process since its beginning. Some agencies may add more details to their intake forms but the same basic data must be contained on all intake forms, including SSN's, date of birth, race, ethnicity, sex, age, veteran status, prior residence, income, monthly expenses, familial information, etc. These fields are all required for HMIS entry and are therefore standardized for all HPRP providers. Throughout the 2013-2014 Fiscal Year, the Sub-committee will continue to work together to develop a coordinated assessment process. Sub-committee discussions have occurred but no specific method has been established. The sub-committee is leaning toward a coordinated, rather than centralized, assessment system due to the limitations on the number of HMIS licenses and computers available to service providers.

**3 Identify the process for making awards and how the jurisdiction intends to make its allocation available to nonprofit organizations, and in the case of urban counties, funding to participating units of local government.**

ESG funds were allocated based on a competitive grant cycle to which homeless and homeless prevention service providers can apply. Applicants are restricted to submitting two (2) applications per agency, provided each application is a request for a different program or office. All applicants are required to attend a technical workshop prior to submission of an application. A panel made up of representation from each Stanislaus Urban County members, the Stanislaus County Chief Executive Office, and the CoC, reviewed each written application submission and oral presentation and scored them individually.

As part of the Stanislaus Urban County's Substantial Amendment to the Fiscal Year 2011-2012 AAP and 2012-2015 Consolidated Planning process, community outreach was conducted to prioritize the targeting of ESG funds within the community. A community survey requested that citizens rank the following eight (8) public services in order of importance:

- Homeless Services
- Homeless Prevention Services
- Services for Victims of Domestic Violence
- Services for At-risk Children and Youth
- Services for Persons with Physical and Mental Disabilities
- Services for the Elderly
- Emergency Food Assistance
- Workforce Development and Job Creation

Based on the survey results, each public service applicant receives a score between 0-5 representing the priority, as identified by the community surveys, of the primary population they serve. Additional criteria for public service providers scoring during the competitive grant application process include:

### CAPACITY & EXPERIENCE

- Team Member Composition & Employees Experience
- Agency experience with carrying out activity

### NEED/EXTENT OF THE PROBLEM

- Benefit to Low-income Persons
- Stanislaus Urban County Area Served
- Critical Community Need Met
- Consolidated Plan Priority

### SOUNDNESS OF APPROACH

- New or expanded program
- Eligible and Reasonable Expenses Requested
- Agency Referral & Collaboration
- Program Focus on Removal of Barriers to Self-Sufficiency (CDBG)
- Rapid Re-Housing Services Included (ESG)

### OUTPUTS

- Proposed number of people served
- Standardized Intake/Eligibility Process

### ACCOMPLISHMENTS

- Short-term Accomplishments (Measureable, Verifiable, Effective)
- Long-term Accomplishments (Measureable, Verifiable, Effective)

### LEVERAGING RESOURCES

- Public Sector Funding
- Private/Nonprofit Funding

### ACHIEVING RESULTS & PROGRAM EVALUATION

- Based on current Fiscal Year performance
- Timeliness of drawing down funds
- Monitoring results
- Participation in the Stanislaus County Housing Collaborative (CoC)

As discussed earlier within the Consultation Process section of this document, the results of the competitive process will be presented to the CoC, and the ESG/SHP/HMIS Sub-committee for input in March 2013.

- 4 If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), specify the plan for reaching out to and consulting with homeless or formerly homeless individuals in considering and making policies and decisions regarding any facilities or services that receive funding under ESG.**

The CoC has two formerly homeless persons currently participating on the CoC. The CoC will continue to work to get homeless representation on the Executive Committee. A homeless fair, hosted by the Gospel Mission was held in Fall 2012 which connected homeless persons to medical screenings, enrollment assistance, documentation replacements, emergency food and clothing, as well as for general resource and referral

services. The CoC hopes to continue to help coordinate this event at-least once a year. The 2013 Homeless Count was conducted on Thursday, January 31, 2013. Surveys conducted included comments from homeless persons on what services they needed most.

## **5 Describe the performance standards for evaluating ESG activities.**

For the purposes of evaluating outcomes of Rapid Re-housing and Homeless Prevention assistance, a program participant is considered to be stably housed, if their residence at time of exit includes one of the following:

- Permanent Supportive Housing
- Rental by client no housing subsidy
- Rental by client, VASH housing subsidy
- Rental by client, other (non-VASH) housing subsidy
- Staying or living with family, permanent tenure
- Staying for living with friends, permanent tenure

Additionally, sub-grantees will be required to document each program participant's barriers to obtaining and maintaining stable housing at program entry, re-certification, and at program exit. In particular, sub-grantees must keep detailed records for each program participant in the following categories:

- Changes in employment
- Changes in cash benefits
- Changes in non-cash benefits
- Supportive services received
- Job or life skills training received

In general, program participants whose residence at program exit is considered to be "stably housed" and who experiences a decrease in the number of barriers from program exit to program entry, will be considered to be a program success.

## **6 Describe the consultation with each Continuum of Care that serves the jurisdiction in determining how to allocate ESG funds, develop performance standards, evaluate outcomes of activities assisted by ESG funds, and develop funding policies, and procedures for the administration and operation HMIS.**

### **CONTINUUM OF CARE (CoC)**

Stanislaus County staff consults and collaborates with the Stanislaus County CoC's committee, the Stanislaus County Housing and Support Services Collaborative (SHSSC), in multiple ways. The SHSSC is made up of representatives from the City of Modesto, the City of Turlock, Housing Authority of the County of Stanislaus (HACS), Stanislaus County Behavioral Health and Recovery Services, Stanislaus County Child Support Services, housing service providers, social service providers, fair housing service providers, health service providers and homeless service providers. Announcements for all funding opportunities through the County are routinely advertised at the SHSSC meetings. A representative from the CoC participates on the panel which scores applications for the competitive CDBG Public Service and ESG grants. Additionally, draft ESG and CDBG Public Services funding recommendations will be presented to the CoC during their March 21, 2013 Housing Collaborative meeting for comment.

### **ESG/SHP/HMIS SUB-COMMITTEE**

A more detailed consultation for how ESG funds are allocated and implemented occurs at the ESG/SHP/HMIS Sub-committee, which takes place monthly after the general CoC meeting. Over Fiscal Year 2012-2013 the sub-committee worked hard to implement the

revised ESG, SHP, and HMIS regulations, both in practice and in the HMIS system itself. In general, the Sub-committee agreed that its goal is to develop coordinated intake and data collection processes that still maintain the flexibility to work for each individual or family's unique needs. Throughout Fiscal Year 2013-2014 the sub-committee has a goal to continue to work on refining a list of barriers that impede housing stability, on identifying and implementing a coordinated assessment process, on streamlining HMIS data entry, and on standardizing ESG Policies and Procedures. The sub-committee has an ultimate goal to utilize HMIS data to draw meaningful patterns of homelessness within the County which will allow for more effective targeting of homeless funds.

## **INSTITUTIONS THAT MAY DISCHARGE PERSONS INTO HOMELESSNESS**

Representatives from Behavioral Health and Recovery Services (BHRS) and the Community Services Agency (CSA) regularly attend the monthly CoC Housing Collaborative meetings and are active participants in program planning for homeless fund utilization throughout Stanislaus County. The Health Services Agency (HAS) has been contacted in regard to recent and upcoming health care reform legislation, some of which encourages incorporating rental assistance and case management into discharge planning. Because Stanislaus County does not have a public hospital, private hospitals will ultimately need to be consulted in the future as to which health care reform measures they will be implementing. On October 1, 2011 California passed a corrections realignment plan, which shifts responsibility from the state to counties for the custody, treatment, and supervision of individuals convicted of specified nonviolent, non-serious, non-sex crimes. In anticipation for the huge impact this will have on Stanislaus County in terms of discharging persons released from County jails into homelessness the CoC has collaborated with Stanislaus County Sheriff's and Probation Departments to discuss what services are available for recently discharged parolees.

## **SERVICE PROVIDERS**

Consultation with public and private agencies that provide assisted housing, health services, and social services to determine what resources are available to address the needs of any persons that are chronically homeless was addressed via coordination with our local CoC – Stanislaus County Housing and Support Services Collaborative (SHSSC).

## **MEETING THE REQUIREMENTS OF 24 CFR §91.220**

Through the jurisdictional and Municipal Advisory Committee's public meetings and through consultation with the CoC, Stanislaus Urban County met the requirements of §91.100. Meeting participants included homeless service providers, public service providers, Stanislaus Urban County members, community groups, business and civic leaders, and adjacent governmental entities throughout Stanislaus County.

## **Overview of Emergency Solutions Grant (ESG) Program**

Funds are set aside to allow non-profit organizations and service providers to apply through a competitive process for an ESG Program grant. The ESG grant is intended for services provided to eligible Stanislaus Urban County residents. Applications were released on November 13, 2012 and were due for submittal December 14, 2012. 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 Stanislaus Urban County member, 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 January 16, and 17, 2013. Final recommendations regarding funds are provided below.

The ESG Program, formerly the Emergency Shelter Grant Program, is intended to

supplement State, local and private efforts to improve the quality and number of emergency shelters and transitional facilities for homeless people as well as to provide case management and financial assistance to prevent homelessness and to permanently re-house homeless persons. The U.S. Department of Housing and Urban Development (HUD) has issued an interim rule for the ESG Program. This rule amended the McKinney-Vento Homeless Assistance Act in accordance with the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), enacted into law on May 20, 2009. The interim rule establishes a list of eligible activities, and allows the local grantee, Stanislaus County (County), 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 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. While flexible in terms of serving all homeless subpopulations and preventing persons from becoming homeless, ESG program legislation and implementing regulations do limit the types of activities and amounts of funds that can be spent on different activities. The following categories of eligible activities and applicable limitations are discussed in the Program Requirements section of these Guidelines:

- STREET OUTREACH ACTIVITIES *(Capped)*
- EMERGENCY SHELTER ACTIVITIES *(Capped)*
- HOMELESS PREVENTION ACTIVITIES
- RAPID RE-HOUSING ACTIVITIES
- HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) ACTIVITIES

To be eligible for ESG assistance, a public service project **must serve very low income households** (at or below 30% of the area median income), **homeless persons or those at-risk of homelessness**. An income table is attached under the Program Requirements Section of these Guidelines for your reference.

While flexible, in terms of serving all homeless subpopulations and preventing persons from becoming homeless, the ESG program limits the types of activities and amounts of funds that can be spent on different activities. The following is a breakdown of Stanislaus County's ESG allocations for Fiscal Year 2013-2014, *(these figures are subject to change based upon HUD's actual allocations)*:

**Total Fiscal Year 2013-2014 ESG award (estimate) = \$198,932**

The HEARTH Act, which took effect mid-Fiscal Year 2011-2012, eliminated the current program caps and replaced them with a 60% maximum (or Hold Harmless Need "HHN" maximum) of grant funds to be spent on shelter and street outreach activities. A total of 7.5% of the total grant amount is set aside for Administration costs and approximately 8% is set aside for HMIS. The remaining grant funds will be split 50/50 between shelter activities and Homeless Prevention and Rapid Re-Housing activities. This is an increase in HPRP activities by approximately 10% from Fiscal Year 2012-2013.

## **Program Eligibility**

To be eligible for ESG assistance, an ESG project must serve extremely low income households. These income categories are defined as those at or below 30% of the area median income.



## Area Median Income (AMI) Levels:

Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Extremely Low (30%)	\$12,400	\$14,150	\$15,900	<b>\$17,650</b>	\$19,100	\$20,500	\$21,900	\$23,300

Source: HUD November 2012

The following costs are listed as eligible under the ESG Program's interim rule:

**STREET OUTREACH AND EMERGENCY SHELTER ACTIVITIES (Up to 60% of FISCAL YEAR 2012-2013 ESG allocation)**

- **Street Outreach** – Essential Services assisting *unsheltered* homeless persons to meet emergency needs including:
  - Engagement
  - Case Management
  - Emergency Health Services (*if otherwise unavailable to the client*)
  - Emergency Mental Health Care (*if otherwise unavailable to the client*)
  - Transportation (*to and from another eligible Street Outreach service for both staff and clients, includes public transportation costs*)
  - Services for Special Populations (*homeless youth, victim services, persons living with HIV/AIDS provided the services are one of those listed above*)
  
- **Emergency Shelter**– Funds for facilities providing overnight shelter to homeless families and individuals including:
  - **Operational Costs**
  - **Renovation of Buildings used as emergency shelters for homeless**
  - **Assistance Required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)**
  - **Essential Services**
    - Case Management
    - Child Care
    - Education Services
    - Employment Assistance and Job Skills Training
    - Outpatient Health Services
    - Legal Services
    - Life Skills Training
    - Mental Health Services (*if otherwise unavailable to the client*)
    - Substance Abuse Treatment Services (*if otherwise unavailable to the client*)
    - Transportation (*for client to and from medical care, employment, child care, or other eligible essential services, includes public transportation costs, or for staff for client home visits, for facility vehicle leasing costs when used specifically for transporting clients to and from medical care, employment, child care, or other eligible essential services*)
    - Services for Special Populations (*homeless youth, victim services, persons living with HIV/AIDS provided the services are one of those listed above*)

**HOMELESS PREVENTION AND RAPID RE-HOUSING ACTIVITIES (No Cap)**

- **Homeless Prevention** – Services that provide housing relocation and stabilization and short- and/or medium-term rental assistance necessary to prevent an individual or family who fits under the “at-risk of homelessness” definition from becoming homeless; including:

- - Housing Relocation and Stabilization Services
    - Financial Assistance Costs (*includes rental application fees, security deposits, last month's rent, utility deposits, utility payments, moving costs, services costs*)
    - Housing Search and Placement (*staff time spent assisting clients in locating, obtaining and retaining housing*)
    - Housing Stability Case Management (*Staff time spent assessing, arranging, coordinating, and monitoring the client's progress towards achieving housing stability*)
    - Mediation (*between the client and landlord*)
    - Legal Services (*necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides*)
    - Credit Repair (*cannot be used to pay down client debt*)
  - Short-term Rental Assistance (*up to 3 months*)
  - Medium-term Rental Assistance (*4 – 24 months*)
  - Payment of Rental Arrears (*one-time payment for up to 6 months of rental arrears, including any applicable late fees*)
  
- **Rapid Re-Housing** – Services that provide housing relocation and stabilization and short- and/or medium-term rental assistance necessary to move an individual or family who fits under the “homeless” definition into permanent housing; including
  - Housing Relocation and Stabilization Services
    - Financial Assistance Costs (*includes rental application fees, security deposits, last month's rent, utility deposits, utility payments, moving costs, services costs*)
    - Housing Search and Placement (*staff time spent assisting clients in locating, obtaining and retaining housing*)
    - Housing Stability Case Management (*Staff time spent assessing, arranging, coordinating, and monitoring the client's progress towards achieving housing stability*)
    - Mediation (*between the client and landlord*)
    - Legal Services (*necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides*)
    - Credit Repair (*cannot be used to pay down client debt*)
  - Short-term Rental Assistance (*up to 3 months*)
  - Medium-term Rental Assistance (*4 – 24 months*)
  - Payment of Rental Arrears (*one-time payment for up to 6 months of rental arrears, including any applicable late fees*)
  
- **Homeless Management Information Systems (HMIS)** – Participation in HMIS is required. HMIS eligible expenses include:
  - Administering
  - Monitoring
  - Reporting
  - Training
  - Technical Support
  - Participation Fees/Software
  
- **Administration (Up to 7.5% of total ESG allocation)**

## ESG Monitoring

Stanislaus County staff reviews quarterly ESG statistical tables, narratives, Request for Funds forms and budget printouts, which identify the total funds used/requested by each grantee during that reporting period. Stanislaus County staff verifies and cross-references the information on the quarterly budget activity reports. Monitoring visits are also scheduled quarterly by Stanislaus County staff for each grantee to ensure appropriate expenditure of funds (including match requirements). Monitoring will include on-site visits, review of records such as client files, financial records, and interviews with staff and project participants. On-site monitoring will include formal and advance notification of the visit; pre-visit preparation based on review of existing information, and clear conclusions and recommendations provided to the grantee following the monitoring visit. As part of the ESG monitoring process invoices and accompanying receipts are reviewed for reimbursement eligibility. Once eligibility is confirmed, fifty percent (50%) of the costs related to the project are reimbursed. The sub-recipient in turn commits their dollar-to-dollar match by paying the remainder of the expenses from non-Federal sources.

## Fiscal Year 2013-2014 ESG Programs

The following lists the funding recommendations based on final application scoring results for Fiscal Year 2013-2014. Final funding awards will be based off of the actual award amount received from HUD for Fiscal Year 2013-2014 and on implementation of the pending ESG regulation changes.

### **Stanislaus County**

**\$14,919**

#### *ESG Program Administration*

ESG Program administration will be conducted by Stanislaus County staff and will include enforcing grantee and sub-grantee compliance with programmatic regulations in terms of recordkeeping, reporting, and implementing the program in accordance with standard policies and procedures. ESG program administration funds will also be utilized for program development, monitoring, training and for the allocation of funds.

### **Stanislaus County**

**\$16,958**

#### *Homeless Management Information System (HMIS) Internship*

This project will involve training low-income Stanislaus Urban County resident(s), which have successfully completed an internship with the Alliance Worknet, on how to complete HMIS data entry, and monitor for data quality. Ultimately this position will include running HMIS reports, completing data analysis, providing training to other HMIS users and conducting outreach and engagement to encourage HMIS participation. This overall goal of this HMIS program is to improve HMIS data quality and participation and to create one new job within the Stanislaus Urban County. This funding will also be used to purchase HMIS user licenses if necessary. The intern(s) placed in this position will rotate sites, performing data entry and other various HMIS tasks as needed.

### **Children's Crisis Center**

**\$52,800**

*Rapid Re-housing Housing Relocation and Stabilization Services - \$9,180*

*Rapid Re-housing Medium-term Tenant-based Rental Assistance - \$12,720*

*Homeless Prevention Housing Relocation and Stabilization Services - \$9,180*

*Homeless Prevention Short-term Tenant-based Rental Assistance - \$12,720*

*Shelter Essential Services - \$9,000*

### ***Housing for Families with Dependent Children***

This project will provide rental assistance and homeless prevention services aimed at moving homeless families into safe and affordable housing, and helping families at imminent risk of losing their housing avoid eviction. Utilizing ESG funding, CCC Case

Managers will work with high risk homeless families with children, enrolling only those families whose household income is at or below 30% of area medium income (AMI) for Stanislaus County. Targeting for this program will consist of homeless families, including those fleeing domestic violence, exiting transitional sober living facilities, exiting long-term inpatient recovery programs, and exiting inpatient mental health programs. Prolonged unemployment will also qualify families for HPRP services if they have been evicted or are at risk of becoming evicted from their rental unit. All HPRP participants will be monitored by Case Managers who will determine family eligibility, assess housing barriers, develop a Housing Plan, offer rental assistance, provide life skills training, connect participants to potential employers, and track family progress towards goals outlined in their Housing Plan.

**Community Housing and Shelter Services**

**\$38,231**

*Rapid Re-housing Housing Relocation and Stabilization Services - \$9,180*

*Rapid Re-housing Medium-term Tenant-based Rental Assistance - \$12,720*

*Homeless Prevention Housing Relocation and Stabilization Services - \$9,180*

*Homeless Prevention Short-term Tenant-based Rental Assistance - \$12,720*

*Shelter Essential Services - \$9,000*

***Santa Fe Project***

Community Housing and Shelter Services (CHSS) is leasing a 22 unit Migrant Camp in Empire, called Santa Fe House, from the Housing Authority of the County of Stanislaus, to allow Transitional Shelter for homeless families during the inclement winter months. In addition to shelter, this program will provide counseling and related public services that will assist the household in attaining permanent housing and new employment. After families exit Santa Fe House rental assistance will be provided as needed to assist the families to becoming stably housed. One of the main goals of the program is create pathways that lead to increased skills, wages and new job opportunities for low-income households participating in the program. The program intends to partner with the Alliance WorkNet to provide on the job training opportunities (OJT &/or Project YES) as the program participant's pursue permanent housing opportunities during the program stay.

**Family Promise of Greater Modesto**

**\$17,564**

*Shelter Essential Services - \$14,150*

*Shelter Operations - \$3,414*

***Shelter Services for Homeless Families***

Family Promise of Greater Modesto provides Transitional Shelter to homeless families allowing them the opportunity to remain together. In addition to overnight shelter, enrolled families receive food and access to a Day Center which offers showers and laundry facilities, phone and internet access and transportation from the Day Center to the shelter. Throughout their enrollment in the program, Case Managers work with each family to remove the barriers that impede their ability to remain in permanent housing.

**The Salvation Army**

**\$30,000**

*Emergency Shelter Essential Services - \$30,000*

***Emergency Shelter***

The Salvation Army's Emergency Shelter is a cold-weather facility, offering emergency beds for homeless individuals who are unable to find shelter elsewhere. The facility provides up to 100 beds per night to homeless citizens throughout Stanislaus County. The Shelter's target population is adult homeless persons who are over the age of 18 and without dependents. The Emergency Shelter exists to provide a warm, dry, and safe place for homeless persons to sleep each night. The ability to spend the night out of the bitter cold and rain offers hope and health to each homeless person who enters the shelter. The Emergency Shelter offers services to the un-served and underserved at-risk adults with preference to 1) ambulatory physically handicapped and/or 2) 50 years of age and older

who is at greater risk being in the night elements, and are unable to access other shelter facilities that are not ADA compatible, and/or need night time machines for their health (i.e. breathing, etc.) and have an emergency need of shelter during the months the Winter Shelter is not in operation. Access to electric outlets is also available to these clients year round. Clients who show stability and a desire for a greater self-determination are eligible to enroll in the Salvation Army's transitional living program, providing an opportunity to move closer towards obtaining permanent housing.

**We Care****\$13,750***Emergency Shelter Operations - \$3,550**Emergency Shelter Essential Services - \$10,200****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, 2013 to March 31, 2014, 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.

**We Care****\$14,710***Rapid Re-housing Housing Relocation and Stabilization Services - \$5,250.85**Rapid Re-housing Medium-term Tenant-based Rental Assistance - \$8,259.15**Rapid Re-housing Short-term Tenant-based Rental Assistance - \$1,200****Rapid Re-Housing Program***

The We Care Rapid Re-housing Program provides services for homeless individuals and families without children over the age of 18 who fall at or below 30% of the area median income. This project will assist 4 homeless individuals and families with housing search and placement, rental application fees, rental and utility assistance, rental and utility deposits, case management, referrals, and support services. Referrals to Alliance Worknet will be provided to unemployed or underemployed program participants. Project participants receive a housing plan created specifically to meet their individual housing needs and goals. A case manager meets with program participants at least once a month in their home to assess their housing plan progress. The goal of the program is to move individuals and families that are homeless through the transition into a permanent, sustainable, housing situation.

## 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 members of the Stanislaus 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, sewer lines and community facilities.

Funding for public improvements and facilities may come from a variety of resources that include, but are not limited to: CDBG, USDA Rural Development, state infrastructure bank, and regional water board.

## Public Services

The Stanislaus Urban County has agreed to set aside approximately ten percent (10%) of its Fiscal Year 2013-2014 CDBG allocation, or \$169,655 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 Stanislaus Urban County anticipates receiving \$198,932 in ESG Program 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 13, 2012. Applications received were reviewed and scored by a committee consisting of a representative from each Stanislaus Urban County member, the Stanislaus County Chief Executive Office, and a representative from the Housing and Support Services Collaborative. The recommendation for funding will be presented to the Board of Supervisors for approval on April 16, 2013 at a public hearing. The activities funded will further the goals and objectives of the CP.

### Annual Allocations

The figures in the budget below are Fiscal Year 2013-2014 HUD CDBG projected allocations, based on a fourteen percent (14%) reduction. This projection does not take into consideration what may occur as a result of the federal government's 2013 sequestration budget cuts. Final allocation amounts are subject to change based on final HUD grant allocations and will be adjusted once Fiscal Year 2013-2014 award amounts are released by HUD.

The allocations to each respective Stanislaus Urban County member are determined based on U.S. Census poverty and population data formula, after deducting administration, fair housing, and public service allocations from overall allocation. Final allocation amounts will be adjusted once Fiscal Year 2013-2014 award amounts are confirmed by HUD, using the same poverty and population formula. Planning staff will make the necessary budget adjustments to be submitted to HUD, and will be reflected in the Special Revenue Grants Fiscal Year 2013-2014 Proposed and Final Budgets.

<b>Jurisdiction</b>	<b>CDBG Allocation (includes admin.)</b>
Stanislaus County	730,513
City of Ceres	196,946
City of Hughson	104,440
City of Newman	116,992
City of Oakdale	127,858
City of Patterson	116,875
City of Waterford	108,275
<b>Public Service Grant Program</b>	<b>169,655</b>
Fair Housing	25,000
<b>Total</b>	<b>\$1,696,554</b>

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 AAP will be implemented during Fiscal Year 2013-2014. However, there may be some projects (e.g. extensive infrastructure) that may require funding from multiple years to complete the project. This is particularly the case now for most Stanislaus Urban County members as the State of California's elimination of Redevelopment Agencies, has forced the scale back on planned projects, or the stretching the projects over several phases to be carried out only with CDBG funds. It is expected that for these projects, at least preliminary work will begin in the year in which the projects are initially funded. In any case, Stanislaus County will closely assess and monitor available funds and timeliness requirements in order to stay in compliance with CDBG regulations. If timely expenditure of CDBG funds becomes a concern, the Stanislaus Urban County may need to consider an alternate approach to meeting timeliness requirements such as allowing Urban County members to shift CDBG funds to those members with projects ready to construct (with a mutual agreement between parties involved that repayment will be made from future CDBG fund allocations).

## Proposed CDBG Projects for Fiscal Year 2013-2014

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

### **Stanislaus County**

#### **Stanislaus County-CDBG Program Administration**

Stanislaus County will provide management and administration services to the Stanislaus Urban County program member. 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 (costs incurred in excess of ESG administration funds).

#### **Stanislaus County Infrastructure Projects (Parklawn and Airport Sewer and Empire Storm Drain)**

Construction of the sanitary sewer system in the Parklawn Neighborhood is anticipated to continue this fiscal year. Planning, engineering and design of both Airport and Parklawn Neighborhood systems, which was funded by a State of California Water Board Clean-up and Abatement Account Program, was completed in Fiscal Year 2012-2013.

The Parklawn Neighborhood is located within an unincorporated area of Stanislaus County which consists of approximately 85 acres within the City of Modesto Sphere of Influence. Approximately three-hundred eight (308) residential parcels rely on septic tanks for treatment of sewage. This project is in response to health and safety concerns associated with failing septic systems in the neighborhood. The overall project will include the installation of sewer lines with approximately 13,755 linear feet of sewer main, a pump station, and street overlays, connecting to the City of Modesto's existing public sewer system. The project site is not located in a Federal Emergency Management Agency (FEMA) designated floodplain.

Construction of the Parklawn Sewer system will occur in phases as construction funds become available. The first construction phase of the Parklawn Sewer Project was funded completely with CDBG funds. This first phase began in February 2013 and is scheduled to be completed by June 30, 2013. This phase consists of installation of the sewer "backbone" along Church Lane, Parklawn Avenue, Midway Avenue, Nelson Way and Morgan Road.

Approximately 7,000 linear feet of sewer main will be installed in this first phase of the project.

Stanislaus County will pursue additional funding from the California State Water Board's Clean Water State Revolving Fund (CWSRF) Program to complete construction of the remaining phases of the Parklawn Sewer Project. If Stanislaus County is successful in obtaining CWSRF funds for the Parklawn Sewer Project, Stanislaus County CDBG funds will be available for construction of other County infrastructure projects such as the Airport Sewer Project or the Empire Storm Drain Infrastructure Project. In the event that Stanislaus County is not awarded CWSRF funds for the Parklawn Sewer Project, Fiscal Year 2013-2014 CDBG funds will be allocated to the Parklawn Sewer Project. However, Fiscal Year 2013-2014 CDBG funds may not be enough to undertake a second phase, in which case Stanislaus County may need to wait for future year allocations in order to make effective use of CDBG funds to undertake future phases of the project.

In Fiscal Year 2013-2014 Stanislaus County will also continue to work with the City of Modesto to conduct the Measure M advisory vote as required for extension of sewer services into the Airport neighborhood. The City of Modesto requires this vote to take place in order to extend sewer services into any unincorporated area of the County. It is expected that the Measure M vote will be included in the voting ballot in November 2013. Any further development of this project will be contingent on the results of the Measure M advisory vote.

Stanislaus County will also continue work on the plans and specifications for the remaining phases of the Empire Storm Drain Infrastructure Project, which consists of the design for installation of storm drain system improvements. The Stanislaus County Department of Public Works is currently working on the engineering design of the Empire Storm Drain Infrastructure Project's Phase 1B and will continue on to the design of the final phases of the project (this work is being funded with previous fiscal years' CDBG funds. No new funds will be allocated to this project).

### **Fair Housing Program**

Stanislaus County will contract with a qualified fair housing agency during the 2013-2014 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 Stanislaus Urban County. The qualified agency will provide housing advocacy to the Stanislaus Urban County's members through community forums, town-hall meetings, and housing fairs.

### **Economic Development**

Stanislaus County will work with the Alliance WorkNet to place low-income Urban County residents seeking employment into positions at for profit businesses throughout the county. The Economic Development program will provide businesses with the opportunity to train potential new employees for a trial period of three months, during which time the intern's salary will be covered by Stanislaus County CDBG Economic Development funds in exchange for a commitment from the business to hire the employee on permanently upon successful completion of the program. Each intern will receive assistance with technical and soft-skill development through the Alliance WorkNet's programs and case management staff. The program will target participants from the Airport and Parklawn Neighborhood Revitalization Strategy Areas (NRSAs), but will ultimately serve all eligible Urban County residents. The Economic Development program will create a minimum of one (1) new full-time job for every \$35,000 of CDBG program funds expended.

### **Neighborhood Revitalization Strategy Areas (NRSAs)**

The NRSA's for the Parklawn and Airport Neighborhoods cover a five (5) year period (Fiscal Years 2012-2017) during which Stanislaus County staff plans to engage a local non-profit



that currently has expertise in Revitalization Strategy (RS) related activities. These activities will include the need to develop a board that meets the minimum standards necessary to become a HUD recognized Community Development Based Organization (CDBO). A successful RS needs to be undertaken in collaboration with a local CDBO. The approved NRSAs included funding for a CDBO to staff a coordinator position. However, after beginning the implementation of the year one (1) goal of the NRSAs, County staff determined that this position would be most appropriate for current County staff, who already have a working knowledge of what is involved in the certification of a CDBO. Throughout year two (2), County staff will act as a liaison between residents within the target communities, businesses, government agencies, and other RS participants to develop a non-profit organization that will become a CDBO in the Airport and Parklawn neighborhoods. County staff will also help ensure the RS target goals are carried out in a coordinated effort with local community groups such as the Municipal Advisory Council (MAC) and neighborhood associations within these target areas. Goals and objectives in support of this plan were validated by the 2011 survey conducted for the Stanislaus Urban County' CP which identifies the priorities of this RS as set forth below:

The ultimate objective of the RS is to create communities of opportunity by stimulating the reinvestment of human and economic capital and economically empowering low-income residents through a targeted approach aimed at revitalizing the neighborhoods by investing resources that will improve/add housing stock, provide economic development opportunities through job creation, install needed infrastructure, and the provision of public services.

This RS will serve as an evaluation tool for assessing the restoration and improvement of the Airport and Parklawn communities. The goals outlined in the second year of the RS will assist Stanislaus County staff in evaluating successful outcomes within the Job Creation section of the RS as follows:

Job Creation: One (1) to Two (2) Jobs – Between 31%-80% AMI

Specifically Economic Development program funds will be utilized to provide on the job training opportunities with the ultimately goal to place one (1) or two (2) low-income Airport or Parklawn residents into permanent full-time or full-time equivalent employment.

Due to the complexity of identifying and certifying a CDBO, Goal 2.4 of the NRSA which is to enhance existing, and introduce new, public services that will allow the Airport and Parklawn Neighborhoods to realize the dream of a stable environment, will be addressed in Fiscal Year 2013-2014 through the use of the remaining 2009 Revitalization Strategy (RS) funds, which were allocated for the creation of a NRSA. Public service providers who serve the Airport or Parklawn neighborhoods and who applied for Fiscal Year 13-14 Public Service funding, will receive these reallocated NRSA CDBG funds (not to exceed the 15% public service cap limit for Fiscal Year 13-14). No non-profit serving the Parklawn area applied for CDBG public service funds. Two (2) service providers who serve the Airport Neighborhood applied for and will be recommended to receive NRSA Public Service funds. The following provides a summary of their project proposals:

Orville Wright Elementary

*(Previous Years RS funds \$10,000)*

Airport Neighborhood Healthy Start FRC

This Family Resource Center provides supportive services for low-income at-risk children/youth and their families in the unincorporated portions of the Airport Neighborhood. Case managers work with Orville Wright Elementary School students and their families to provide access and referrals to needed resources revolving around issues such as crisis intervention, job and education training, food insecurity, access to transportation, crime prevention, health insurance enrollment assistance, or mental health services.

Parent Resource Center

*(Previous Years RS funds \$10,000)*

*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.

**Stanislaus County-CDBG Program Income**

Generally, the Stanislaus Urban County does not generate program income, but may periodically receive loan repayments from loan recipients that were originally loaned CDBG funds via the respective housing rehabilitation or down payment assistance programs. These funds are deposited into the respective program revolving loan fund (reuse accounts) and serve to increase the unallocated fund balance available for re-distribution to respective down payment assistance or housing rehabilitation programs.

## **City of Ceres**

**Project Administration**

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

**Fiscal Year 2012-2013 Infill Infrastructure Project (Caswell Tract/Sequoia Village)**

The City of Ceres will combine Fiscal Year 2013-2014 CDBG funds with last fiscal year's funds to complete construction of the Fiscal Year 2012-2013 infill infrastructure improvement project. Due to the loss of redevelopment funds, the city did not have enough funds to construct the project in Fiscal Year 2012-2013, therefore the need to combine multiple year funds. The project consists of installation of curb, gutter, sidewalks, ADA accessible curb cuts, storm drain improvements, and pavement overlay. These improvements will be conducted along the following locations:

- Thomas Ave/Sixth St. Intersection (ADA Ramps, French Drain)
- Thomas Ave/Seventh St. Intersection (ADA Ramps, French Drain)
- Sixth St. 400' South of Thomas Ave. ( French Drain)
- Caswell Ave/Fourth St. Intersection (French Drain)
- North side of Thomas Ave. between Second St. and Third St. (French Drain)
- North side of Sequoia St. West of Lois Way (Sidewalk repair)
- Thomas Ave. (Sidewalk repair)
- South Side of Evans Rd. east of Richland Ave. (R/W, Road widening)



*Photos reflect Thomas Street in need of storm drain improvements to address flooding issues.*

## City of Hughson

### **Project Administration**

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

### **5th Street Infrastructure Project:**

The City of Hughson will continue work on the 5<sup>th</sup> Street Infrastructure Project. The city did not have enough funds to undertake construction of the project in Fiscal Year 2012-2013 therefore, will combine last year's CDBG funding with Fiscal Year 2013-14 funds to undertake construction. The City of Hughson would like to include a portion of 5<sup>th</sup> Street that is outside the eligible LMA block group area, into the project. In order to conduct improvements in this section of the street, the city intends to conduct a survey of the extended project area in order to determine LMA eligibility. The project will include sidewalk infill and storm drain improvements along Fifth Street, from Hughson Avenue to Locust Street.



*Photos reflect the 5th Street project area in need of curb, gutter, storm drain, sidewalk, ADA ramps and incidental street repaving.*

## City of Newman

### **Project Administration**

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

### **Water Line Infrastructure Project – Phase I Engineering (3 phase project)**

The City of Newman will undertake a new infrastructure project consisting of water line replacement. This is a multi-phased project with the first phase consisting of engineering design for the replacement of existing water lines and outdated hydrants in various sections of the CDBG project area. Current lines and hydrants are non-compliant and pose health and safety issues. Phases II and III will consist of the construction of said improvements.

### **Tulare Street Infrastructure Project Expansion**

The City of Newman will expand the Tulare Street Infrastructure Project included in Fiscal Year 2011-2012, to include from P Street to T Street (between the 1000 and 1400 blocks of Tulare Street). Improvements will include installation of curb, gutter, sidewalk, storm drain and incidental street repavement.

## City of Oakdale

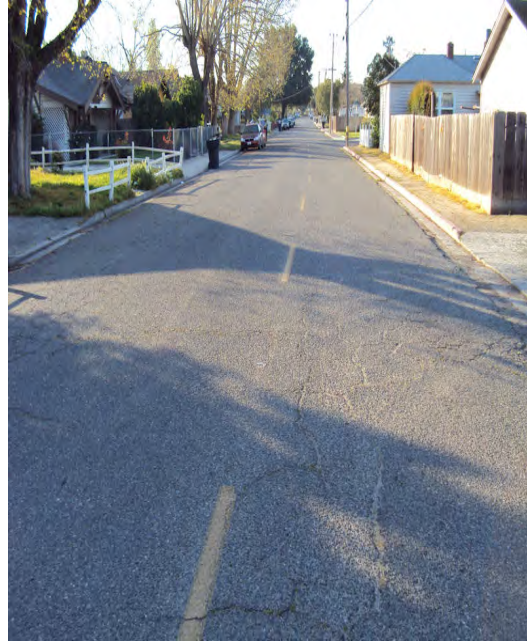
### **Project Administration**

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

### **Davitt Avenue Infrastructure Project – Phase II**

The City of Oakdale will begin Phase II of the Davitt Avenue Infrastructure Project. The project is bounded between G Street to the north to the southern terminus. This project

consists of water and sewer main replacement, and installation of curb, gutter, sidewalk, ADA ramps, storm drain improvements, and street reconstruction.



*Photos reflect antiquated infrastructure in need of replacement or improvements along Davitt Avenue (Work to include underground water and sewer line replacement).*

## **City of Patterson**

### **Project Administration**

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

### **Fifth Street Infrastructure Project**

In Fiscal Year 2013-2014, the City of Patterson will undertake the design and possible first phase of construction (depending on funding availability) of the Fifth Street Infrastructure Improvements Project. The project will consist of replacement of water main and installation of curb, gutter, storm drain, sidewalks, and street repaving. This complete 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. Depending on funding availability, the project may need to be phased.



*Photos reflect the Fifth Street project area in need of curb, gutter, storm drain, sidewalk, ADA ramps repair or installation and incidental street repaving. (Work to include underground water line replacement).*

## City of Waterford

### **Project Administration**

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

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

During Fiscal Year 2011-2012, Stanislaus County staff worked with the local HUD field office and City of Waterford staff to come up with an approved survey method that would allow the City of Waterford to undertake infrastructure projects on an area basis and approved the method. The survey was conducted and HUD approved the survey results. As a result, the City of Waterford completed the C & Covey Street Infrastructure Project in Fiscal Year 2012-2013.

The 2010 Census data has been released, and HUD is currently in the process of generating Census data to the block group level for a more accurate representation of block group income demographics. Depending on whether or not the new block group data reflects eligible CDBG block groups in the City of Waterford will determine the need for additional project area surveys to determine LMA eligibility in new project areas.

### **La Gallina Avenue Infrastructure Project**

The City of Waterford will begin the first construction phase of La Gallina Avenue Infrastructure project. The project will include installation of curb, gutter, sidewalk, ADA accessible ramps, and storm drain, infrastructure improvements along La Gallina Avenue from F Street on the West to C Street on the east. This will be a multi-phased project due to the loss of redevelopment funds and the extensive work required to complete the project.

### **Workforce/Economic Development Program**

The City of Waterford will continue its Economic Development Program created with Fiscal Year 2012-2013 funds. The program provides grants to local businesses to assist with operating capital (including license and permitting fees) as well as to assist with rehabilitation of internal or external leased space or owner occupied businesses.

The program requires the creation of jobs by the business in order to meet the CDBG Public Benefit requirement. Under this requirement the business must create a full-time equivalent (FTE) job for each \$35,000 in CDBG assistance provided. Part-time staff may be combined to make up one FTE.

## **CDBG Public Service Grant Program**

### **CDBG Public Service Program Overview**

The CDBG Stanislaus Urban County Public Service Grant Program will distribute approximately \$169,655 to eligible non-profits and agencies for public service programs throughout the participating jurisdictions of the Stanislaus Urban County. To be eligible for CDBG funds, a project must first meet one of the three National Objectives of the CDBG 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 Stanislaus Urban County residents.

Applications for funding were released on November 13, 2012 and were due December 14, 2012. Submitted applications were reviewed and scored by a team consisting of a representative from each Stanislaus Urban County member, the Stanislaus County Chief Executive Office, and a representative from the Housing and Support Services Collaborative. This year's grant applicants presented their proposals to the grant review team on January 16 and/or January 17, 2013.

### **Public Service Program Grantees**

The following is a summary of the public service programs, who after going through a competitive grant application process, have been recommended for Fiscal Year 2013-2014 CDBG Public Services funding (final recommendations are subject to final HUD grant allocations):

**American Red Cross****\$9,056*****Emergency Response Shelter Services***

The Emergency Response Shelter Services Program supports clients after a household fire or other justifiable unexpected event that makes a home uninhabitable (tree, vehicle collision, etc.). CDBG funding will help to insure that very low, low and moderately low-income households within the Stanislaus Urban County's targeted communities have access to safe emergency motel shelter. Additional services include individualized case assessment to determine level of service needed, which include access to food, clothing and community resource contacts, referrals, recovery/relocation plans, emotional support systems and follow-up. This program provides immediate on-scene response and recovery case management and resource access.

**Court Appointed Special Advocates (CASA)****\$9,000*****Direct Services***

CASA connects youth in foster care with case managers who advocate for them throughout their time in the foster care system. At-risk youth in the foster care system are referred to CASA by the Stanislaus County Superior Court to provide advocacy services for children in dependency. The advocate works with everyone involved and makes independent, informed recommendations on the child's behalf directly to the Judge who makes all orders regarding the case. The dedication of CASA volunteers allows judges to ensure successful outcomes for children. For many abused children, their CASA volunteer will be the one constant adult presence in their lives. Independent research has demonstrated that children with a CASA volunteer are substantially less likely to spend time in long-term foster care and less likely to reenter care.

**Center for Human Services****\$9,943*****Westside Family Resource Center***

The Patterson and Newman Family Resource Centers provides 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 works 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****\$16,000*****Ceres Infant/Preschool Respite Shelter***

This program, located at a new site in the city of Ceres, provides emergency respite day-time and overnight shelter, and specialized care to young children, age newborn to 6 years, who have undergone traumas stemming from exposure to domestic violence, substance abuse, poverty, mental illness or homelessness. They are likely to be frightened, suffering poor hygiene and displaying disrupted development. Without intervention, they face an increased risk for further abuse, chronic illness, developmental delays, emotional disturbance, mental health afflictions and future academic failures. This project will employ specialized caregivers to tend to each child's physical, emotional and therapeutic needs. These caregivers will have been educated and trained in early child development, disaster preparedness, and crisis intervention. Caregivers will focus on early intervention, and developmental advancement. Behavioral screenings, health exams, and developmental assessments will be facilitated and administered on-site through this project.



**Children's Crisis Center****\$17,000*****Oakdale High-Risk Infant/Toddler Program***

This program provides shelter opportunities and specialized care for an impoverished population of high risk infant and toddlers from the communities of Oakdale, Waterford, Valley Home Hickman, Empire, and Hughson. This project will offer emergency shelter and protective care to children, age newborn to 3 years, who are victims of domestic violence, familial abuse, and/or homelessness. This target population will consist of infants and toddlers from families living in low income households, experiencing numerous social and economic challenges, who have undergone traumas stemming from exposure to domestic violence, substance abuse, poverty, mental illness or homelessness. They are likely to be frightened, suffering poor hygiene and displaying indications of disrupted development. Without intervention, these vulnerable children face an increased risk for serious abuse, neglect, chronic illness, developmental delays, emotional disturbance, mental health afflictions and future academic failures. This project will employ specialized caregivers to tend to each young child's physical, emotional and therapeutic needs. Caregivers will have advanced education and training in early child development, disaster preparedness, and crisis intervention. Caregivers will focus on early intervention, and developmental advancement. Behavioral screenings, health exams, and developmental assessments will be facilitated and administered on-site through this project.

**Children's Crisis Center****\$14,000*****Ceres Nutrition & Meal Program***

The Nutrition and Meals Program will provide meals and nutritional opportunities to high risk disadvantaged children, ages birth to 17, residing within Stanislaus County who have been victimized by abuse, domestic violence and/or at-risk for or are experiencing homelessness. The program is an essential component of the Children's Crisis Center's support and shelter services, providing extremely low, very low, low and moderate households with education about and access to healthy well-balanced meals. The program provides breakfast, lunch and dinner and between meal snacks to children receiving respite care at one of the shelters as well as nutrition education to parents in conjunction with take home food baskets with recipes.

**Healthy Aging****\$14,000*****Young at Heart Program***

The "Young at Heart" Program provides strength training and exercise, fall prevention, and health education outreach to seniors 62 and over in the cities Oakdale, Waterford, Hughson, Ceres, Grayson/Westley, Patterson and Newman. The classes are provided two to three times a week in the above listed cities. Health Education and Outreach will also be provided to other unincorporated areas within Stanislaus County. The programs are designed to improve the prevention, early intervention, treatment and management of chronic conditions by providing community-based health and wellness resources for Stanislaus County's low-income and at-risk seniors and disabled individuals at no cost. The classes are available in multiple neighborhoods throughout the county to reduce the barriers to participation by seniors who do not have access to transportation.

**Howard Training Center****\$16,000*****Senior Meals Program***

The Senior Meal Program provides fresh hot or frozen meals, Monday through Friday, to Seniors 62 years and older residing within eligible Stanislaus Urban County areas. For seniors who are not able to leave their home due to emotional or health problems a meal is delivered to their door. Congregate Meal Sites are available in seven Urban County locations: Oakdale, Newman, Hughson, Patterson, Ceres, Waterford, and Westley-Grayson.

The Congregate Meal Sites offer a nutritious hot meal, socialization, and opportunities to remain engaged in the community. The Senior Meal Program targets seniors in the following categories: low income, ethnic minority, frail elderly and individuals with disabilities, and rural and otherwise isolated individuals. Meals provided to seniors help them remain healthy, regain health after an illness/injury, and facilitate them being able to remain independent. Each meal provides 1/3<sup>rd</sup> the daily nutritional requirements for a senior. The Programs help seniors extend their food budget, while receiving a well-balanced meal. Nutritional education is provided at least four times each year to help seniors implement strategies to address health problems and remain healthy.

**National Alliance for the Mentally III (NAMI)**

**\$4,384**

***Connections & Peer to Peer Program***

NAMI Stanislaus plans will train four new "Connections" support group facilitators and hold a 10-week "Peer to Peer" class for persons diagnosed with mental illness. Outreach efforts will be focused on the City of Oakdale and the City of Newman. NAMI Stanislaus' Connections & Peer to Peer programs seeks to increase the self-sufficiency and quality of life of individuals with severe mental illness such as schizophrenia, bipolar disorder, clinical depression, or post-traumatic stress disorder as well as other major mental disorders. Persons struggling with mental illness frequently do not seek treatment or often stop treatment. Usually this causes isolation and recovery relapse which can lead to repeat urgent hospitalization, homelessness, or even suicide. The Connections & Peer to Peer programs encourages consumers to follow their prescribed treatment plan with the message that "Recovery is Possible."

**Salvation Army Red Shield**

**\$13,472**

***Tutoring & Mentoring Program***

This program offers low-income children attending the Red Shield's Youth Center located in South Modesto additional help with their homework. Each student enrolled in the program receives an assessment so focus can be brought to the areas where each student needs the most assistance. In the case where no homework is given, the children work on level appropriate packets of work that have been prepared by a licensed teacher. The tutoring center also offers students participating in the program access to books in the library, and to computers in the computer lab.

**Second Harvest Food Bank**

**\$11,000**

***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.

**United Samaritans Foundation**

**\$14,000**

***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.

**We Care****\$14,000*****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, 2013 to March 31, 2014, 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.

**Westside Food Pantry****\$7,800*****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.

**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.**

## Providing Decent Housing

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

**Neighborhood Stabilization Program (NSP)**

The Stanislaus Urban County will continue the implementation of the NSP to increase affordable housing stock within Stanislaus County. This program is designed to acquire foreclosed properties within the Stanislaus 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)**

In Fiscal Year 2009-2010, Stanislaus County was awarded \$669,134 in CDBG-R 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 were 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 NSP acquired units with solar systems and other related energy efficiency improvements. These improvements have assisted 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 were retrofitted with energy efficiency weatherization improvements and a total of twenty-seven (27) units have also been retrofitted with photovoltaic solar systems.

In Fiscal Year 2012-2013, Stanislaus County resumed the program expending 100% of program funds. The program generated revolving loan funds which will be used for the same activity until all funds are exhausted. This program will continue to contribute to the efforts of Stanislaus County to increase decent and affordable housing stock within Stanislaus County.

### **Emergency Solutions Grant Program**

Through the ESG Program, Stanislaus Urban County residents facing short-term financial crisis are able to seek assistance through agencies such as Community Housing and Shelter Services, the Children's Crisis Center, and We Care, who provide rental assistance in combination with intensive case management to homeless persons and families or to prevent people in jeopardy of becoming homeless. Case managers work with ESG participants to overcome barriers to permanent housing by providing financial management training, job and housing search assistance, and service referrals. 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.
- Stanislaus 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 Stanislaus 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.

- Stanislaus County 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) and through the CDBG Economic Development Program. 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 Stanislaus Urban County will continue to partner with the Alliance Worknet and MJC in the creation and provision of programs that provide training and employment opportunities for low and moderate income individuals such as the 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. This organization 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 seven (7) years and are at competitive interest rates.

## CERTIFICATIONS

- A. Affirmatively Further Fair Housing; Anti-displacement and Relocation Plan; Drug Free Workplace; Anti-Lobbying (pp. 84-85)
- B. Specific CDBG Certifications (pp. 86-87)
- C. Specific HOME Certifications (pp. 88)
- D. ESG Certifications (pp. 89-90)
- E. Appendix to Certifications (pp. 91-92)

## 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.

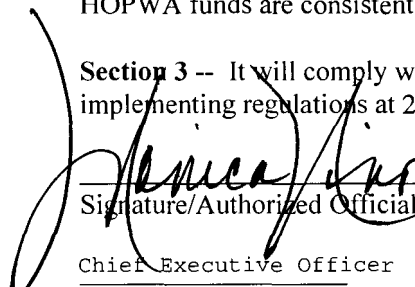
**Anti-Lobbying** -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**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      4/18/13      Date

Chief Executive Officer
   
 Title



## 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:

1. 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);
2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2012, 2013, 2014 (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;
3. 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:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its

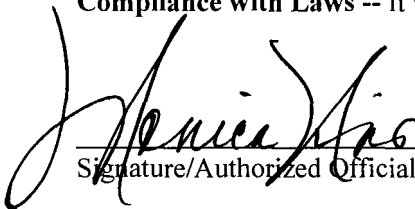
jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location 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 24 CFR Part 35, subparts A, B, J, K and R;

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

  
Signature/Authorized Official

4/18/13  
Date

Chief Executive Officer

Title

**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      4/18/13  
Date

Chief Executive Officer  
Title

## ESG Certifications

The Emergency Solutions Grants Program Recipient certifies that:

**Major rehabilitation/conversion** – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation. If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion. In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction 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, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

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

**Supportive Services** – The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services ( including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for such individuals.

**Matching Funds** – The jurisdiction will obtain matching amounts required under 24 CFR 576.201.

**Confidentiality** – The jurisdiction has established and is implementing 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, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan** – All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction’s consolidated plan.

**Discharge Policy** – The jurisdiction will establish and implement, to the maximum extent practicable and where appropriate policies and protocols for the discharge of persons from

publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

  
\_\_\_\_\_  
Signature/Authorized Official

4/18/13  
\_\_\_\_\_  
Date

Chief Executive Officer  
\_\_\_\_\_  
Title

## APPENDIX TO CERTIFICATIONS

### INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

#### A. 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.

#### B. 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)

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Check  if there are workplaces on file that are not identified here.

This information with regard to the drug-free workplace is required by 24 CFR part 21.

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: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) 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).

## **Appendix A –**

- A. Stanislaus Urban County Summary of Specific Annual Objectives for Fiscal Year 2013-2014 (pp. 94-97)
- B. Summary of Specific Annual Objectives for Fiscal Year 2013-2014 CDBG Public Service Program Grantees (pp. 98-100)
- C. Summary of Specific Annual Objectives for Fiscal Year 2013-2014 ESG Grantees (pp. 101-102)



**Stanislaus Urban County Summary of Specific Annual Objectives  
FY 2013-2014**

**STANISLAUS COUNTY**

Specific Obj. #	Outcome/Objective	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
	Specific Objectives						
<b>SL-1 Availability/Accessibility of Suitable Living Environment</b>							
<b>SL-1.1</b> <b>Stanislaus County</b> Airport Neighborhood Sewer Infrastructure	Address the need for sewer infrastructure improvements in the Airport Neighborhood.	<b>CDBG</b>	1. Number of households with access to infrastructure improvements (511) 2. Number of residents impacted by infrastructure improvements (2,000).	2012			
				2013	2,000		
				2014			
				<b>GOAL</b>			
<b>SL-1.1</b> <b>Stanislaus County</b> Parklawn Neighborhood Sewer Infrastructure	Address the need for sewer infrastructure improvements in the Parklawn Neighborhood.	<b>CDBG</b>	1. Number of households with access to infrastructure improvements (319). 2. Number of residents impacted by infrastructure improvements (1,500).	2012			
				2013	1,500		
				2014			
				<b>GOAL</b>			
<b>Sustainability/Create Economic Opportunities</b>							
<b>EO.2</b> <b>Stanislaus County</b> Economic Development	Address the need for economic development opportunities for low and moderate income individuals. Program will be conducted in conjunction with the Neighborhood Revitalization Strategy.	<b>CDBG</b> (Prior FY funds will be used)	Number of jobs created.	2012			
				2013	2		
				2014			
				<b>GOAL</b>			
<b>Fair Housing Activities (Subject to 20% Admin Cap)</b>							
<b>Stanislaus County</b> Fair Housing Program	Address the need to affirmatively further fair housing through fair housing enforcement, fair housing awareness, and housing counseling.	<b>CDBG</b>	1. Number of individuals receiving information and referral services; and 2. Number of individuals benefitting from fair housing enforcement.	2012			
				2013	255		
				2014			
				<b>GOAL</b>			

**Stanislaus Urban County Summary of Specific Annual Objectives  
FY 2013-2014**

**CITY OF CERES**

Specific Obj. #	Outcome/Objective	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
	Specific Objectives						
<b>SL-1 Availability/Accessibility of Suitable Living Environment</b>							
<b>SL-1.1</b> City of Ceres 2012-2013 Infill Infrastructure Project (Caswell Tract/Sequoia Village)	Address the need for infrastructure improvements in the low income residential area/s of Ceres. Improvements will consist of instalation of curb, gutter, sidewalks, ADA accessible curb cuts, and storm drain improvements where these facilities do not exist or in need of replacement.	<b>CDBG</b>	1. Number of households with access to infrastructure improvements ( 245 )  2. Number of residents impacted by infrastructure improvements (877).	2012			
				2013	877		
				2014			
				<b>GOAL</b>			

**CITY OF HUGHSON**

Specific Obj. #	Outcome/Objective	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
	Specific Objectives						
<b>SL-1 Availability/Accessibility of Suitable Living Environment</b>							
<b>City of Hughson</b> 5th Street Infrastructure Project	Address the need for infrastructure improvements in the low income residential areas of the City of Hughson. Improvements will consist of installation of curb, gutter, storm drain, sidewalks, and ADA accessible curb cuts as needed.	<b>CDBG</b>	1. Number of households with access to infrastructure improvements (71)  2. Number of residents impacted by infrastructure improvements (250).	2012			
				2013	250		
				2014			
				<b>GOAL</b>			

**CITY OF NEWMAN**

Specific Obj. #	Outcome/Objective	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
	Specific Objectives						
<b>SL-1 Availability/Accessibility of Suitable Living Environment</b>							
<b>SL-1.1</b> City of Newman Water Line Infrastructure Project	Address the need for infrastructure improvements in the low income residential areas of the City of Newman. Improvements will consist of replacement of old water lines and outdated fire hydrants. The first phase will consist of engineering design for the project.	<b>CDBG</b>	1. Number of households with access to infrastructure improvements (90)	2012			
				2013	500		
				2014			
				<b>GOAL</b>			

**Stanislaus Urban County Summary of Specific Annual Objectives  
FY 2013-2014**

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.	2012			
				2013	350		
				2014			
				<b>GOAL</b>			

**CITY OF OAKDALE**

Specific Obj. #	Outcome/Objective	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
	Specific Objectives						
<b>SL-1 Availability/Accessibility of Suitable Living Environment</b>							
City of Oakdale Davitt Avenue Infrastructure Phase II	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	1. Number of households with access to infrastructure improvements ( 48 ) 2. Number of residents impacted by infrastructure improvements (200).	2012			
				2013	200		
				2014			
				<b>GOAL</b>			

**CITY OF PATTERSON**

Specific Obj. #	Outcome/Objective	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
	Specific Objectives						
<b>SL-1 Availability/Accessibility of Suitable Living Environment</b>							
City of Patterson Fifth Street Infrastructure Project	Address the need for infrastructure improvements through the replacement of water main and installation of curb, gutter, and storm drainage.	CDBG	1. Number of households with access to infrastructure improvements 2. Number of residents impacted by infrastructure improvements.	2012			
				2013	500		
				2014			
				<b>GOAL</b>			

**Stanislaus Urban County Summary of Specific Annual Objectives  
FY 2013-2014**

**CITY OF WATERFORD**

Specific Obj. #	Outcome/Objective	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
	Specific Objectives						
<b>SL-1 Availability/Accessibility of Suitable Living Environment</b>							
City of Waterford La Gallina Infrastructure Project	Address the need for infrastructure improvements in the low income residential area of Waterford. Improvements will consist of instalation of curb, gutter, sidewalks, ADA accessible curb cuts, storm drain, and street construction.	CDBG	1. Number of households with access to infrastructure improvements (63) 2. Number of residents impacted by infrastructure improvements (217).	2012			
				2013	217		
				2014			
				<b>GOAL</b>			

## Summary of Specific Annual Objectives for 2013-2014 CDBG Public Service Program Grantees

Specific Obj. #	Outcome/Objective	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
	Specific Objectives						
<b>SL-1 Availability/Accessibility of Suitable Living Environment</b>							
<b>SL-1.1 American Red Cross Emergency Services</b>	Provide emergency motel shelter and resource and referral for very low, low and moderately-low income households throughout the Urban County who have lost their housing due to a unexpected event, such as fire.	<b>CDBG \$9,056</b>	Number of unduplicated very-low, low, and moderately-low income individuals receiving emergency services.	<b>Year</b>	<b>Goal</b>	<b>Met</b>	<b>%</b>
				2012	116		
				2013	116		
				2014			
<b>SL-1.1 Court Appointed Special Advocates (CASA) Direct Services</b>	Provide case management, utility assistance, and support services to low-income families residing in the Westside communities of Newman, Patterson, Westley, and Grayson.	<b>CDBG \$9,000</b>	Number of dependent youth provided coordinated case management.	<b>Year</b>	<b>Goal</b>	<b>Met</b>	<b>%</b>
				2012			
				2013	12		
				2014			
<b>SL-1.1 Center for Human Services Westside Family Resource Center</b>	Provide case management, utility assistance, and support services to low-income families residing in the Westside communities of Newman, Patterson, Westley, and Grayson.	<b>CDBG \$9,943</b>	Number of unduplicated individuals and households that receive case management and support services.	<b>Year</b>	<b>Goal</b>	<b>Met</b>	<b>%</b>
				2012	200		
				2013	176		
				2014			
<b>SL-1.1 Children's Crisis Center Ceres Infant Respite Shelter</b>	Provide essential supportive services to low and moderate-income children at risk of abuse, neglect, homelessness and exploitation by providing childcare, shelter, and meals, in the Ceres area.	<b>CDBG \$16,000</b>	Number of unduplicated at-risk infants and pre-school aged children provided with specialized care, and support services.	<b>Year</b>	<b>Goal</b>	<b>Met</b>	<b>%</b>
				2012			
				2013	90		
				2014			
<b>SL-1.1 Children's Crisis Center Nutrition and Meal Program</b>	Provide meals and nutritional opportunities to high risk disadvantaged children, ages birth – 17 years residing within the Urban County who have been victimized by abuse, domestic violence and/or homelessness in the Ceres area.	<b>CDBG \$14,000</b>	Number of unduplicated children provided with childcare, shelter, and meals through the nutrition and education program in the Ceres area.	<b>Year</b>	<b>Goal</b>	<b>Met</b>	<b>%</b>
				2012			
				2013	78		
				2014			

## Summary of Specific Annual Objectives for 2013-2014 CDBG Public Service Program Grantees

Specific Obj. #	Outcome/Objective	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
	Specific Objectives						
<b>SL-1 Availability/Accessibility of Suitable Living Environment</b>							
<b>SL-1.1 Children's Crisis Center Oakdale Shelter</b>	Provide essential supportive services to low and moderate-income children at risk of abuse, neglect, homelessness and exploitation by providing childcare, shelter, and meals, in the Oakdale area.	<b>CDBG \$17,000</b>	Number of unduplicated children provided with childcare, shelter, and meals through the nutrition and education program.	<b>Year</b>	<b>Goal</b>	<b>Met</b>	<b>%</b>
				2012	165		
				2013	182		
				2014			
<b>SL-1.1 Healthy Aging Young at Heart Program</b>	Will provide strength-based training and fitness programs, throughout the Urban County, designed to improve the prevention, early intervention, treatment and management of chronic conditions for seniors and disabled individuals.	<b>CDBG \$14,000</b>	Number of unduplicated individuals at or below 80% of the area median income attending strength training courses.	<b>Year</b>	<b>Goal</b>	<b>Met</b>	<b>%</b>
				2012	183		
				2013	201		
				2014			
<b>SL-1.1 Howard Training Center Senior Meals Program</b>	Will provide fresh hot or frozen meals, in conjunction with nutrition education, Monday through Friday, to Seniors at congregate sites, as well as provide meal deliveries to home-bound seniors throughout Stanislaus County.	<b>CDBG \$16,000</b>	Number of unduplicated seniors who receive a meal.	<b>Year</b>	<b>Goal</b>	<b>Met</b>	<b>%</b>
				2012	446		
				2013	432		
				2014			
<b>SL-1.1 National Alliance for the Mentally Ill (NAMI) Connections &amp; Peer to Peer</b>	Will train four new "Connections" support group facilitators and hold a 10-week "Peer to Peer" class for persons diagnosed with mental illness. Outreach efforts will be focused on the City of Oakdale and the City of Newman.	<b>CDBG \$4,384</b>	Number of unduplicated persons suffering with mental illness who will be mentored to reach the goal of recovery.	<b>Year</b>	<b>Goal</b>	<b>Met</b>	<b>%</b>
				2012			
				2013	25		
				2014			
<b>SL-1.1 Salvation Army Red Shield Tutoring &amp; Mentoring Program</b>	Will provide after school tutoring to low-income youth in south Modesto and surrounding areas who are in need of additional help with their homework.	<b>CDBG \$13,472</b>	Number of unduplicated youth participating in the tutoring program.	<b>Year</b>	<b>Goal</b>	<b>Met</b>	<b>%</b>
				2012			
				2013	123		
				2014			

## Summary of Specific Annual Objectives for 2013-2014 CDBG Public Service Program Grantees

Specific Obj. #	Outcome/Objective	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
	Specific Objectives						
<b>SL-1 Availability/Accessibility of Suitable Living Environment</b>							
<b>SL-1.1</b> <b>Second Harvest</b> 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.	<b>CDBG</b> <b>\$11,000</b>	Number of unduplicated individuals receiving food assistance.	<b>Year</b>	<b>Goal</b>	<b>Met</b>	<b>%</b>
				2012	18,823		
				2013	18,427		
				2014			
<b>SL-1.1</b> <b>United Samaritans Foundation (USF)</b> 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.	<b>CDBG</b> <b>\$14,000</b>	Number of unduplicated individuals receiving meals.	<b>Year</b>	<b>Goal</b>	<b>Met</b>	<b>%</b>
				2012	174		
				2013	191		
				2014			
<b>SL-1.1</b> <b>We Care of Turlock</b> Emergency Cold Weather Shelter	Will provide emergency shelter during the worst part of the winter and assist clients in finding jobs, obtain permanent housing, and receive assistance that will allow them to overcome the barriers causing their homelessness.	<b>CDBG</b> <b>\$14,000</b>	Number of unduplicated individuals receiving shelter and resource and referral services.	<b>Year</b>	<b>Goal</b>	<b>Met</b>	<b>%</b>
				2012			
				2013	105		
				2014			
<b>SL-1.1</b> <b>Westside Food Pantry</b> 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.	<b>CDBG</b> <b>\$7,800</b>	Number of unduplicated individuals receiving emergency food assistance.	<b>Year</b>	<b>Goal</b>	<b>Met</b>	<b>%</b>
				2012	2842		
				2013	2095		
				2014			

## Summary of Specific Annual Objectives for 2013-2014 ESG Program Grantees

Specific Obj. #	Outcome/Objective	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
	Specific Objectives						
<b>SL-1 Availability/Accessibility of Suitable Living Environment</b>							
<b>SL-1.1 Children's Crisis Center Housing for Children</b>	Provide Homeless Prevention and Rapid Re-housing assistance to families with children, 30% and below the area AMI, including rental/utility assistance, utility assistance and intensive case management.	<b>ESG \$52,800 Homeless Prevention and Rapid Re-Housing</b>	Number of unduplicated individuals provided with HPRP assistance.	<b>Year</b>	<b>Goal</b>	<b>Met</b>	<b>%</b>
				2012	35*		
				2013	45		
				2014			
<b>SL-1.1 Community Housing and Shelter Services Santa Fe Project</b>	Provide Transitional Shelter for homeless families during the inclement winter months. After families exit Santa Fe House rental assistance will be provided as needed to assist the families to becoming stably housed.	<b>ESG \$38,231 Transitional Shelter and Rapid Re-Housing</b>	Number of unduplicated individuals in families with children who are placed in the Santa Fe Transitional Living Center and receive Rapid Re-Housing assistance.	<b>Year</b>	<b>Goal</b>	<b>Met</b>	<b>%</b>
				2012			
				2013	15		
				2014			
<b>SL-1.1 Family Promise Shelter for Homeless Families</b>	Provide transitional shelter in conjunction with case management, job search assistance and resource and referral services, for homeless families.	<b>ESG \$17,564 Homeless Shelter Services</b>	Number of unduplicated individuals receiving shelter and case management.	<b>Year</b>	<b>Goal</b>	<b>Met</b>	<b>%</b>
				2012	83*		
				2013	90		
				2014			
<b>SL-1.1 Homeless Management Information System (HMIS) Data Entry</b>	Will connect individual(s), below 30% of the AMI, with non-profits receiving ESG funding and/or the CoC lead with an opportunity to be trained on HMIS, to assist with data entry and data quality assessments.	<b>ESG \$16,958 HMIS</b>	Number of unduplicated individual(s) who receive job training for HMIS data entry and data quality assessments.	<b>Year</b>	<b>Goal</b>	<b>Met</b>	<b>%</b>
				2012	1		
				2013	1		
				2014			
<b>SL-1.1 Salvation Army Emergency Shelter</b>	Will provide emergency shelter to homeless adults throughout the coldest months of the winter. Shelter is open throughout the year to homeless individuals who require special accommodations.	<b>ESG \$30,000 Homeless Shelter Services</b>	Number of unduplicated homeless individuals who were provided emergency shelter.	<b>Year</b>	<b>Goal</b>	<b>Met</b>	<b>%</b>
				2012	550*		
				2013	413		
				2014			

\* Goal for 2012 is made up of goal for the Second Allocation of Fiscal Year 11-12 plus goal for Fiscal Year 12-13.



## Summary of Specific Annual Objectives for 2013-2014 ESG Program Grantees

Specific Obj. #	Outcome/Objective	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
	Specific Objectives						
<b>SL-1 Availability/Accessibility of Suitable Living Environment</b>							
<b>SL-1.1</b> <b>We Care of</b> <b>Turlock</b> Emergency Cold Weather Shelter	Will provide emergency shelter during the worst part of the winter and assist clients in finding jobs, obtain permanent housing, and receive assistance that will allow them to overcome the barriers causing their homelessness.	<b>ESG</b> <b>\$13,750</b> <b>Homeless Shelter</b> <b>Services</b>	Number of unduplicated individuals receiving shelter and resource and referral services.	<b>Year</b>	<b>Goal</b>	<b>Met</b>	<b>%</b>
				2012	249*		
				2013	82		
				2014			
<b>SL-1.1</b> <b>We Care of</b> <b>Turlock</b> Rapid Re-Housing Program	This project will assist homeless individuals and families with housing search and placement, rental application fees, rental and utility assistance, rental and utility deposits, case management, referrals, and support services.	<b>ESG</b> <b>\$14,710</b> <b>Rapid Re-Housing</b>	Number of unduplicated individuals receiving Rapid Re-Housing assistance.	<b>Year</b>	<b>Goal</b>	<b>Met</b>	<b>%</b>
				2012	3*		
				2013	3		
				2014			

\* Goal for 2012 is made up of goal for the Second Allocation of Fiscal Year 11-12 plus goal for Fiscal Year 12-13.

## **Appendix B**

- A. Table 2C – Fiscal Year 2013-2014 Summary of Specific Housing/Community Development Objectives (pp. 104)
- B. Table 3B – Annual Housing Completion Goals (pp. 105)
- C. Table 3C – Stanislaus Urban County Individual Projects (pp. 106-121)
- D. Table 3C – CDBG Public Service Individual Projects (pp. 122-135)
- E. Table 3C – ESG Public Service Individual Projects (pp. 136-143)

**Transition Table 2C**  
**Fiscal Year 2013-2014 (YEAR 2)**  
**Summary of Specific Housing/Community Development Objectives**

Obj #	Specific Objectives	Sources of Funds	Performance Indicators	Expected Number	Actual Number	Outcome/Objective*
<b>1</b>	<b>Infrastructure</b>					
a.	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	1. Number of of Projects 2. Number of people served	8 4,000		SL-3
<b>2</b>	<b>Economic Development</b>					
a.	Partner with the Alliance Work-Net to provide an Urban Countywide CDBG funded job program. The program will place low-income Urban County residents into positions at for profit businesses throughout the County. The program will also target residents from the Parlawn and Airport NRSA Neighborhoods.	CDBG	Jobs	1		EO-1
<b>3 &amp; 4</b>	<b>Housing Assistance / Housing Programs</b>					
a.	Address the need for affordable housing by providing down payment assistance to low and moderate-income households.	HOME CalHome	Households	10		DH-2
b.	Address the need for decent affordable housing by offering owner occupied rehabilitation assistance to low and moderate-income households.	HOME CalHome	Households	8		DH-2
<b>5</b>	<b>Public Services</b>					
a.	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	People	24,015		SL-1
b.	Homeless Services					
		ESG	People	578		
<b>7</b>	<b>Neighborhood Revitalization/Other</b>					
1	Deliver a Revitalization Strategy	CDBG		1		SL-3

**\*Outcome/Objective Codes**

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

**Table 3B**  
**ANNUAL AFFORDABLE HOUSING COMPLETION GOALS**  
**FY 2013-2014**

Grantee Name: Stanislaus Urban County Program Year: 2013-2014	Expected Annual Number of Units To Be Completed	Actual Annual Number of Units Completed	Resources used during the period			
			NSP	HOME	ESG	HOPWA
<b>BENEFICIARY GOALS (Sec. 215 Only)</b>						
Homeless households			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Non-homeless households	20		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Special needs households			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Total Sec. 215 Beneficiaries*</b>	<b>20</b>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>RENTAL GOALS (Sec. 215 Only)</b>						
Acquisition of existing units	0		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Production of new units	3		<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Rehabilitation of existing units	5		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rental Assistance	0		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<b>Total Sec. 215 Affordable Rental</b>	<b>8</b>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>HOME OWNER GOALS (Sec. 215 Only)</b>						
Acquisition of existing units	8		<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Production of new units	0		<input checked="" type="checkbox"/>	<input type="checkbox"/>		
Rehabilitation of existing units**	12		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Homebuyer Assistance***	10		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
<b>Total Sec. 215 Affordable Owner</b>	<b>12</b>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>COMBINED RENTAL AND OWNER GOALS (Sec. 215 Only)</b>						
Acquisition of existing units	8		<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Production of new units	3		<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Rehabilitation of existing units	17		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rental Assistance	0		<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Homebuyer Assistance***	10		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>
<b>Combined Total Sec. 215 Goals*</b>	<b>20</b>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>OVERALL HOUSING GOALS (Sec. 215 + Other Affordable Housing)</b>						
Annual Rental Housing Goal	8		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Annual Owner Housing Goal	12		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Total Overall Housing Goal</b>	<b>20</b>		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\*The total amounts for "Combined Total Sec. 215 Goals" and "Total Sec. 215 Beneficiary Goals" should be the same number.

\*\*Rehabilitation of acquired existing units (8) plus 2 units acquired in the previous fiscal year plus 2 homeowner rehabilitations.

\*\*\*Homebuyer assistance is for the purchase of acquired units (8) and rebuilt units acquired in the previous fiscal year (2).

**Table 3C  
Annual Action Plan 2013-2014  
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 Urban County Areas

Objective Number	Project ID (HUD Activity #):
HUD Matrix Code 21A	CDBG Citation 570.206
Type of Recipient N/A	CDBG National Objective N/A
Start Date (mm/dd/yyyy) 07-01-13	Completion Date (mm/dd/yyyy) 06-30-14
Performance Indicator N/A	Annual Units N/A
Local ID	Units Upon Completion N/A

**Funding Sources:**

CDBG \$  
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 2013-2014  
Listing of Projects**

**Jurisdiction's Name:** Stanislaus County

**Priority Need**

Infrastructure Improvements

**Project Title**

Stanislaus County – Airport Neighborhood Infrastructure Project

**Description**

Possible construction of the Airport Neighborhood Infrastructure Project. Construction is contingent upon the Measure M advisory vote (for extension of sewer service to the neighborhood) being placed on the November 2013 voting ballot and favorable Measure M vote results. Construction will occur in phases as construction funds become available. CDBG funds will be leveraged with other funds to the greatest extent possible.

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

**Location/Target Area**

Airport Neighborhood (unincorporated)

Objective Number	Project ID (HUD Activity #):	<b>Funding Sources:</b>
HUD Matrix Code 03J (water/sewer improvements)	CDBG Citation 570.201(c)	CDBG \$
Type of Recipient Household	CDBG National Objective 570.208 (a)(1)	ESG
Start Date (mm/dd/yyyy) 07-01-13	Completion Date (mm/dd/yyyy)	HOME
Performance Indicator People	Annual Units N/A	HOPWA
Local ID	Units Upon Completion 2,000	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 2013-2014**  
**Listing of Projects**

**Jurisdiction's Name:** Stanislaus County

**Priority Need**

Infrastructure Improvements

**Project Title**

Stanislaus County – Parklawn Neighborhood Infrastructure Project

**Description**

Continue construction of the sanitary sewer system in the Parklawn Neighborhood. Construction will continue in phases as construction funds become available. CDBG funds will be leveraged with other funds to the greatest extent possible.

**Objective category:**  Suitable Living Environment  Decent Housing  Economic Opportunity

**Outcome category:**  Availability/Accessibility  Affordability  Sustainability

**Location/Target Area**

Parklawn Neighborhood

Objective Number	Project ID (HUD Activity #):	<b>Funding Sources:</b>
HUD Matrix Code 03J (water/sewer improvements)	CDBG Citation 570.201(c)	CDBG
Type of Recipient Household	CDBG National Objective 570.208 (a)(1)	ESG
Start Date (mm/dd/yyyy) 07-01-12	Completion Date (mm/dd/yyyy) 06-30-13	HOME
Performance Indicator People	Annual Units N/A	HOPWA
Local ID	Units Upon Completion 1,500	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 2013-2014**  
**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 #):	<b>Funding Sources:</b>	
HUD Matrix Code	CDBG Citation	CDBG	\$25,000
05J Fair Housing Activities (Subject to Public Services Cap)	570.201(e)	ESG	
Type of Recipient	CDBG National Objective	HOME	
People (General)	570.208(a)(2)	HOPWA	
Start Date (mm/dd/yyyy)	Completion Date (mm/dd/yyyy)	Total Formula	
07-01-13	06-30-14	Prior Year Funds	
Performance Indicator	Annual Units	Assisted Housing	
People	255	PHA	
Local ID	Units Upon Completion	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 2013-2014**  
**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 #):	<b>Funding Sources:</b> CDBG \$ _____ ESG _____ HOME _____ HOPWA _____ Total Formula _____ Prior Year Funds _____ Assisted Housing _____ PHA _____ Other Funding _____ Total _____
HUD Matrix Code 21A General Program Admin	CDBG Citation 570.206	
Type of Recipient N/A	CDBG National Objective N/A	
Start Date (mm/dd/yyyy) 07-01-13	Completion Date (mm/dd/yyyy) 06-30-14	
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 2013-2014**  
**Listing of Projects**

**Jurisdiction's Name:** Stanislaus County

**Priority Need**

Infrastructure Improvements

**Project Title**

**City of Ceres –Fiscal Year 2012-13 Infill Infrastructure Project (Caswell Tract/Sequoia Village)**

**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:

- Evans Road
- Stonehenge Way
- Stonecress Court
- Stonehaven Way
- Gail Court
- Darra Street
- Sequoia Street
- Hollister Street
- 2nd, 3rd, 4th, Thomas Streets
- 7th Street

**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 #):	<b>Funding Sources:</b>	
HUD Matrix Code 03 Public Facilities & Improvements (General)	CDBG Citation 570.201(c)	CDBG	\$
Type of Recipient Household	CDBG National Objective 570.208(a)(1)	ESG	
Start Date (mm/dd/yyyy) 07-01-12	Completion Date (mm/dd/yyyy)	HOME	
Performance Indicator People	Annual Units	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 2013-2014  
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 #):	<b>Funding Sources:</b> CDBG ..... ESG ..... HOME ..... HOPWA ..... Total Formula ..... Prior Year Funds ..... Assisted Housing ..... PHA ..... Other Funding ..... Total .....
HUD Matrix Code 21A General Program Admin	CDBG Citation 570.206	
Type of Recipient N/A	CDBG National Objective N/A	
Start Date (mm/dd/yyyy) 07-01-13	Completion Date (mm/dd/yyyy) 06-30-14	
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 2013-2014  
Listing of Projects**

**Jurisdiction's Name:** Stanislaus County

**Priority Need**

Infrastructure Improvements

**Project Title**

City of Hughson – 5th 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 Locust Street to the north, to Hughson to the south.

**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 #):	<b>Funding Sources:</b>	
HUD Matrix Code 03 Public Facilities & Improvements (General)	CDBG Citation 570.201(c)	CDBG	\$
Type of Recipient Household	CDBG National Objective 570.208(a)(1)	ESG	
Start Date (mm/dd/yyyy) 07-01-12	Completion Date (mm/dd/yyyy)	HOME	
Performance Indicator People	Annual Units	HOPWA	
Local ID	Units Upon Completion 250	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 2013-2014**  
**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 #):	<b>Funding Sources:</b> CDBG \$ ESG _____ HOME _____ HOPWA _____ Total Formula _____ Prior Year Funds _____ Assisted Housing _____ PHA _____ Other Funding _____ Total _____
HUD Matrix Code 21A General Program Admin	CDBG Citation 570.206	
Type of Recipient N/A	CDBG National Objective N/A	
Start Date (mm/dd/yyyy) 07-01-13	Completion Date (mm/dd/yyyy) 06-30-14	
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 2012-2013  
Listing of Projects**

**Jurisdiction's Name:** Stanislaus County

**Priority Need**  
Infrastructure Improvements

**Project Title**  
City of Newman – Tulare Street Infrastructure Project

**Description**

Expansion of the original Tulare Street Infrastructure Project included in Fiscal Year 2011-2012, to include P Street to T Street (between the 1000 and 1400 blocks of Tulare Street). Improvements will include installation of curb, gutter, sidewalk, storm drain, and street repavement.

**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 #):	<b>Funding Sources:</b> CDBG \$ _____ ESG _____ HOME _____ HOPWA _____ Total Formula _____ Prior Year Funds _____ Assisted Housing _____ PHA _____ Other Funding _____ Total _____
HUD Matrix Code 03 Public Facilities & Improvement (General)	CDBG Citation 570.201(c)	
Type of Recipient Household	CDBG National Objective 570.208(a)(1)	
Start Date (mm/dd/yyyy) 07-01-1	Completion Date (mm/dd/yyyy) 06-30-14	
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 2013-2014  
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 #):	<b>Funding Sources:</b>	
HUD Matrix Code 21A General Program Admin	CDBG Citation 570.206	CDBG	\$
Type of Recipient N/A	CDBG National Objective N/A	ESG	
Start Date (mm/dd/yyyy) 07-01-13	Completion Date (mm/dd/yyyy) 06-30-14	HOME	
Performance Indicator N/A	Annual Units N/A	HOPWA	
Local ID	Units Upon Completion N/A	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 2013-2014**  
**Listing of Projects**

**Jurisdiction's Name:** Stanislaus County

**Priority Need**

Infrastructure Improvements

**Project Title**

City of Oakdale – Davitt Avenue Infrastructure Project Phase II

**Description**

Begin Phase II of the Davitt Avenue infrastructure project. The project is bounded by G Street to the north to the southern end of the street (Atchison Topeka and Santa Fe Railroad).

**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 #):	<b>Funding Sources:</b> CDBG \$ ..... ESG ..... HOME ..... HOPWA ..... Total Formula ..... Prior Year Funds ..... Assisted Housing ..... PHA ..... Other Funding ..... Total .....
HUD Matrix Code 03 Public Facilities & Improvement (General)	CDBG Citation 570.201(c)	
Type of Recipient Household	CDBG National Objective 570.208(a)(1)	
Start Date (mm/dd/yyyy) 07-01-13	Completion Date (mm/dd/yyyy)	
Performance Indicator People	Annual Units	
Local ID	Units Upon Completion 200	

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 2013-2014**  
**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 #):	<b>Funding Sources:</b> CDBG \$ ..... 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) 07-01-13	Completion Date (mm/dd/yyyy) 06-30-14	
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 2013-2014**  
**Listing of Projects**

**Jurisdiction's Name:** Stanislaus County

**Priority Need**  
Infrastructure Improvements

**Project Title**  
City of Patterson –5<sup>th</sup> Street Infrastructure Project

**Description**

Begin the Fifth Street Infrastructure Project. Project will consist of replacement of water main and installation of curb gutter, storm drain, sidewalks, and street repaving. Project is bounded by E Street to the north and 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: 4<sup>th</sup> Street

Objective Number	Project ID (HUD Activity #):	<b>Funding Sources:</b> 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) 07-01-13	Completion Date (mm/dd/yyyy)	
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 2013-2014**  
**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 #):	<b>Funding Sources:</b> CDBG ..... ESG ..... HOME ..... HOPWA ..... Total Formula ..... Prior Year Funds ..... Assisted Housing ..... PHA ..... Other Funding ..... Total .....
HUD Matrix Code 21A General Program Admin	CDBG Citation 570.206	
Type of Recipient N/A	CDBG National Objective N/A	
Start Date (mm/dd/yyyy) 07-01-13	Completion Date (mm/dd/yyyy) 06-30-14	
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 2013-2014  
Listing of Projects**

**Jurisdiction's Name:** Stanislaus County

**Priority Need**

Infrastructure Improvements

**Project Title**

City of Waterford – La Gallina Avenue Infrastructure Project

**Description**

Infrastructure project to include installation of curb, gutter, storm drain, sidewalk and street repaving within the residential area along La Gallina Avenue from F Street on the west to C Street on the east..

**Objective category:**  Suitable Living Environment  Decent Housing  Economic Opportunity

**Outcome category:**  Availability/Accessibility  Affordability  Sustainability

**Location/Target Area**

City of Patterson: 4<sup>th</sup> Street

Objective Number	Project ID (HUD Activity #):
HUD Matrix Code 03 Public Facilities & Improvement	CDBG Citation 570.201(c)
Type of Recipient Household	CDBG National Objective 570.208(a)(1)
Start Date (mm/dd/yyyy) 07-01-13	Completion Date (mm/dd/yyyy)
Performance Indicator People	Annual Units
Local ID	Units Upon Completion 217

**Funding Sources:**

CDBG	\$
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 2013-2014**  
**Listing of Projects**

**Jurisdiction's Name:** Stanislaus County

**Priority Need**

Public Services – CDBG

**Project Title**

American Red Cross – Emergency Services

**Description:** The Emergency Response Shelter Services Program supports clients after a household fire or other justifiable unexpected event that makes a home uninhabitable (tree, vehicle collision, etc.). CDBG funding will help to insure that very low, low and moderately low-income households within the Stanislaus Consortium targeted communities have access to safe emergency motel shelter. Additional services include individualized case assessment to determine level of service needed, which include access to food, clothing and community resource contacts, referrals, recovery/relocation plans, emotional support systems and follow-up. This program provides immediate on-scene response and recovery case management and resource access.

**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 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) 07-01-13	Completion Date (mm/dd/yyyy) 06-30-14
Performance Indicator Persons Served	Annual Units 116
Local ID	Units Upon Completion

**Funding Sources:**

CDBG	\$9,056
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 2013-2014**  
**Listing of Projects**

**Jurisdiction's Name:** Stanislaus County

**Priority Need**

Public Services – CDBG

**Project Title**

Court Appointed Special Advocates (CASA) – Direct Services

**Description:**

CASA connects youth in foster care with case managers who advocate for them throughout their time in the foster care system. At-risk youth in the foster care system are referred to CASA by the Stanislaus County Superior Court to provide advocacy services for children in dependency. The advocate works with everyone involved and makes independent, informed recommendations on the child's behalf directly to the Judge who makes all orders regarding the case. The dedication of CASA volunteers allows judges to ensure successful outcomes for children. For many abused children, their CASA volunteer will be the one constant adult presence in their lives. Independent research has demonstrated that children with a CASA volunteer are substantially less likely to spend time in long-term foster care and less likely to reenter care.

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

**Location/Target Area**

Stanislaus Urban County

Objective Number	Project ID (HUD Activity #):
HUD Matrix Code 05D Youth Services	CDBG Citation 570.201(e)
Type of Recipient People (General)	CDBG National Objective LMC
Start Date (mm/dd/yyyy) 07-01-13	Completion Date (mm/dd/yyyy) 06-30-14
Performance Indicator Persons Served	Annual Units 12
Local ID	Units Upon Completion

**Funding Sources:**

CDBG	\$9,000
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 2013-2014**  
**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 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) 07-01-13	Completion Date (mm/dd/yyyy) 06-30-14
Performance Indicator Persons Served	Annual Units 176
Local ID	Units Upon Completion

**Funding Sources:**

CDBG	\$9,943
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 2013-2014**  
**Listing of Projects**

**Jurisdiction's Name:** Stanislaus County

**Priority Need**

Public Services – CDBG

**Project Title**

Children's Crisis Center – Ceres Infant/Preschool Respite Shelter

**Description:** This program, located at a new site in the city of Ceres, provides emergency respite day-time and overnight shelter, and specialized care to young children, age newborn to 6 years, who have undergone traumas stemming from exposure to domestic violence, substance abuse, poverty, mental illness or homelessness. They are likely to be frightened, suffering poor hygiene and displaying disrupted development. Without intervention, they face an increased risk for further abuse, chronic illness, developmental delays, emotional disturbance, mental health afflictions and future academic failures. This project will employ specialized caregivers to tend to each child's physical, emotional and therapeutic needs. These caregivers will have been educated and trained in early child development, disaster preparedness, and crisis intervention. Caregivers will focus on early intervention, and developmental advancement. Behavioral screenings, health exams, and developmental assessments will be facilitated and administered on-site through this project.

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

**Location/Target Area:**

Ceres and surrounding unincorporated County areas.

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) 07-01-13	Completion Date (mm/dd/yyyy) 06-30-14
Performance Indicator Persons Served	Annual Units 90
Local ID	Units Upon Completion

**Funding Sources:**

CDBG	\$16,000
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 2013-2014**  
**Listing of Projects**

**Jurisdiction's Name:** Stanislaus County

**Priority Need**

Public Services – CDBG

**Project Title**

Children's Crisis Center – Oakdale High Risk Infant/Toddler Program

**Description:** This program provides shelter opportunities and specialized care for an impoverished population of high risk infant and toddlers from the communities of Oakdale, Waterford, Valley Home, Hickman, Empire, and Hughson. This project will offer emergency shelter and protective care to children, age newborn to 3 years, who are victims of domestic violence, familial abuse, and/or homelessness. This target population will consist of infants and toddlers from families living in low income households, experiencing numerous social and economic challenges, who have undergone traumas stemming from exposure to domestic violence, substance abuse, poverty, mental illness or homelessness. This project will employ specialized caregivers to tend to each young child's physical, emotional and therapeutic needs. Caregivers will have advanced education and training in early child development, disaster preparedness, and crisis intervention. Caregivers will focus on early intervention, and developmental advancement. Behavioral screenings, health exams, and developmental assessments will be facilitated and administered on-site through this project.

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

**Location/Target Area**

Oakdale, Waterford, Valley Home, Empire, Hickman, and Hughson.

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) 07-01-13	Completion Date (mm/dd/yyyy) 06-30-14
Performance Indicator Persons Served	Annual Units 182
Local ID	Units Upon Completion

**Funding Sources:**

CDBG \$17,000  
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 2013-2014**  
**Listing of Projects**

**Jurisdiction's Name:** Stanislaus County

**Priority Need**

Public Services – CDBG

**Project Title**

Children's Crisis Center – Nutrition and Meal Program

**Description:** The Nutrition and Meals Program will provide meals and nutritional opportunities to high risk disadvantaged children, ages birth to 17, residing within Stanislaus County who have been victimized by abuse, domestic violence and/or at-risk for or are experiencing homelessness. The program is an essential component of the Children's Crisis Center's support and shelter services, providing extremely low, very low, low and moderate households with education about and access to healthy well-balanced meals. The program provides breakfast, lunch and dinner and between meal snacks to children receiving respite care at one of the shelters as well as nutrition education to parents in conjunction with a take home food baskets with recipes.

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

**Location/Target Area**

Ceres, Patterson, Westley, Crowslanding, Denair, Keyes, Grayson, Newman and the unincorporated areas of Stanislaus County

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) 07-01-13	Completion Date (mm/dd/yyyy) 06-30-14
Performance Indicator Persons Served	Annual Units 78
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 2013-2014**  
**Listing of Projects**

**Jurisdiction's Name:** Stanislaus County

**Priority Need**

Public Services – CDBG

**Project Title**

Healthy Aging – Young at Heart Program

**Description:** The “Young at Heart” Program provides strength training and exercise, fall prevention, and health education outreach to seniors 62 and over in the cities Oakdale, Waterford, Hughson, Ceres, Grayson/Westley, Patterson and Newman. The classes are provided two to three times a week in the above listed cities. Health Education and Outreach will also be provided to other unincorporated areas within Stanislaus County. The programs are designed to improve the prevention, early intervention, treatment and management of chronic conditions by providing community-based health and wellness resources for Stanislaus County’s low-income and at-risk seniors and disabled individuals at no cost. The classes are available in multiple neighborhoods throughout the county to reduce the barriers to participation by seniors who do not have access to transportation.

**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 unincorporated 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) 07-01-13	Completion Date (mm/dd/yyyy) 06-30-14
Performance Indicator Persons Served	Annual Units 201
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 2013-2014**  
**Listing of Projects**

**Jurisdiction's Name:** Stanislaus County

**Priority Need**

Public Services – CDBG

**Project Title**

Howard Training Center – Senior Meals Program

**Description:** The Senior Meal Program provides fresh hot or frozen meals, Monday through Friday, to Seniors 62 years and older residing within eligible Stanislaus Urban County areas. For seniors who are not able to leave their home due to emotional or health problems a meal is delivered to their door. Congregate Meal Sites are available in seven Urban County locations: Oakdale, Newman, Hughson, Patterson, Ceres, Waterford, and Westley-Grayson. The Congregate Meal Sites offer a nutritious hot meal, socialization, and opportunities to remain engaged in the community. The Senior Meal Program targets seniors in the following categories: low income, ethnic minority, frail elderly and individuals with disabilities, and rural and otherwise isolated individuals. Meals provided to seniors help them remain healthy, regain health after an illness/injury, and facilitate them being able to remain independent. Each meal provides 1/3<sup>rd</sup> the daily nutritional requirements for a senior. The Programs help seniors extend their food budget, while receiving a well-balanced meal. Nutritional education is provided at least four times each year to help seniors implement strategies to address health problems and remain healthy.

**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 unincorporated 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) 07-01-13	Completion Date (mm/dd/yyyy) 06-30-14
Performance Indicator Persons Served	Annual Units 432
Local ID	Units Upon Completion

**Funding Sources:**

CDBG	\$16,000
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 2013-2014  
Listing of Projects**

**Jurisdiction's Name:** Stanislaus County

**Priority Need**

Public Services – CDBG

**Project Title**

National Alliance for the Mentally Ill (NAMI) – Connections & Peer to Peer Program

**Description:** NAMI Stanislaus plans will train four new “Connections” support group facilitators and hold a 10-week “Peer to Peer” class for persons diagnosed with mental illness. Outreach efforts will be focused on the City of Oakdale and the City of Newman. NAMI Stanislaus’ Connections & Peer to Peer programs seeks to increase the self-sufficiency and quality of life of individuals with severe mental illness such as schizophrenia, bipolar disorder, clinical depression, or post-traumatic stress disorder as well as other major mental disorders. Persons struggling with mental illness frequently do not seek treatment or often stop treatment. Usually this causes isolation and recovery relapse which can lead to repeat urgent hospitalization, homelessness, or even suicide. The Connections & Peer to Peer programs encourages consumers to follow their prescribed treatment plan with the message that “Recovery is Possible.”

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

**Location/Target Area**

Oakdale and Newman

Objective Number	Project ID (HUD Activity #):	<b>Funding Sources:</b> CDBG \$4,384 ESG _____ HOME _____ HOPWA _____ Total Formula _____ Prior Year Funds _____ Assisted Housing _____ PHA _____ Other Funding _____ Total _____
HUD Matrix Code 05B Handicapped Services	CDBG Citation 570.201(e)	
Type of Recipient People (General)	CDBG National Objective LMC	
Start Date (mm/dd/yyyy) 07-01-13	Completion Date (mm/dd/yyyy) 06-30-14	
Performance Indicator Persons Served	Annual Units 25	
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 2013-2014**  
**Listing of Projects**

**Jurisdiction's Name:** Stanislaus County

**Priority Need**

Public Services – CDBG

**Project Title**

Salvation Army Red Shield – Tutoring & Mentoring Program

**Description:**

This program offers low-income children attending the Red Shield's Youth Center located in South Modesto additional help with their homework. Each student enrolled in the program receives an assessment so focus can be brought to the areas where each student needs the most assistance. In the case where no homework is given, the children work on level appropriate packets of work that have been prepared by a licensed teacher. The tutoring center also offers students participating in the program access to books in the library, and to computers in the computer lab.

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

**Location/Target Area:**

South Modesto

Objective Number	Project ID (HUD Activity #):	<b>Funding Sources:</b> CDBG _____ ESG \$13,472 HOME _____ HOPWA _____ Total Formula _____ Prior Year Funds _____ Assisted Housing _____ PHA _____ Other Funding _____ Total _____
HUD Matrix Code 05D Youth Services	ESG Citation 576.21(e)	
Type of Recipient People (General)	CDBG National Objective LMC	
Start Date (mm/dd/yyyy) 07-01-13	Completion Date (mm/dd/yyyy) 06-30-14	
Performance Indicator Persons Served	Annual Units 123	
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 2013-2014  
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, Hughson, Newman, Oakdale, Patterson, Waterford, and 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) 07-01-13	Completion Date (mm/dd/yyyy) 06-30-14
Performance Indicator Persons Served	Annual Units 18,427
Local ID	Units Upon Completion

**Funding Sources:**

CDBG	\$11,000
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 2013-2014  
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, Hickman, Denair, 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) 07-01-13	Completion Date (mm/dd/yyyy) 06-30-14
Performance Indicator Persons Served	Annual Units 191
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 2013-2014  
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, 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) 07-01-13	Completion Date (mm/dd/yyyy) 06-30-14
Performance Indicator Persons Served	Annual Units 2,095
Local ID	Units Upon Completion

**Funding Sources:**

CDBG	\$7,800
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 2013-2014**  
**Listing of Projects**

**Jurisdiction's Name:** Stanislaus County

**Priority Need**

N/A

**Project Title**

ESG Program Administration

**Description:** ESG Program administration will be conducted by Stanislaus County staff and will include enforcing grantee and sub-grantee compliance with programmatic regulations in terms of recordkeeping, reporting, and implementing the program in accordance with standard policies and procedures. ESG program administration funds will also be utilized for program development, monitoring, training and for the allocation of funds.

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

**Location/Target Area:**

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

Objective Number	Project ID (HUD Activity #):	<b>Funding Sources:</b> CDBG ..... ESG \$14,919 ..... HOME ..... HOPWA ..... Total Formula ..... Prior Year Funds ..... Assisted Housing ..... PHA ..... Other Funding ..... Total .....
HUD Matrix Code HESG Admin	ESG Citation 576.108	
Type of Recipient N/A	CDBG National Objective N/A	
Start Date (mm/dd/yyyy) 07-01-13	Completion Date (mm/dd/yyyy) 06-30-14	
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 2013-2014**  
**Listing of Projects**

**Jurisdiction's Name:** Stanislaus County

**Priority Need**

Public Services – ESG

**Project Title**

HMIS – Homeless Management Information System (HMIS) Internship

**Description:** This project will involve training low-income Stanislaus Urban County resident(s) on how to complete HMIS data entry, and monitor for data quality. Ultimately this position will include running HMIS reports, completing data analysis, providing training to other HMIS users and conducting outreach and engagement to encourage HMIS participation. This overall goal of this HMIS program is to improve HMIS data quality and participation and to create one new job within the Stanislaus Urban County. This funding will also be used to purchase HMIS user licenses if necessary. The intern(s) placed in this position will rotate sites, performing data entry and other various HMIS tasks as needed.

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

**Location/Target Area**

Serves entire County

Objective Number	Project ID (HUD Activity #):
HUD Matrix Code HESG HMIS	ESG Citation 576.107
Type of Recipient People (General)	CDBG National Objective LMC
Start Date (mm/dd/yyyy) 07-01-13	Completion Date (mm/dd/yyyy) 06-30-14
Performance Indicator Persons Served	Annual Units 1
Local ID	Units Upon Completion

**Funding Sources:**

CDBG .....  
ESG ..... **\$16,958** .....  
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 2013-2014**  
**Listing of Projects**

**Jurisdiction's Name:** Stanislaus County

**Priority Need**

Public Services – ESG

**Project Title**

Children's Crisis Center – Housing for Families with Dependent Children

**Description**

This project will provide rental assistance and homeless prevention services aimed at moving homeless families into safe and affordable housing, and helping families at imminent risk of losing their housing avoid eviction. Utilizing ESG funding, CCC Case Managers will work with high risk homeless families with children, enrolling only those families whose household income is at or below 30% of area medium income (AMI) for Stanislaus County. Targeting for this program will consist of homeless families, including those fleeing domestic violence, exiting transitional sober living facilities, exiting long-term inpatient recovery programs, and exiting inpatient mental health programs. Prolonged unemployment will also qualify families for HPRP services if they have been evicted or are at risk of becoming evicted from their rental unit. All HPRP participants will be monitored by Case Managers who will determine family eligibility, assess housing barriers, develop a Housing Plan, offer rental assistance, provide life skills training, connect participants to potential employers, and track family progress towards goals outlined in their Housing Plan.

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

**Location/Target Area**

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

Objective Number	Project ID (HUD Activity #):
HUD Matrix Code HESG HP & RR	ESG Citation 576.102
Type of Recipient People (General)	CDBG National Objective LMC
Start Date (mm/dd/yyyy) 07-01-13	Completion Date (mm/dd/yyyy) 06-30-14
Performance Indicator Persons Served	Annual Units 45
Local ID	Units Upon Completion

CDBG	.....
ESG	\$52,800
HOME	.....
HOPWA	.....
Total Formula	.....
Prior Year Funds	.....
Assisted Housing	.....
PHA	.....
Other Funding	.....
Total	.....

**Funding Sources:**

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 2012-2013**  
**Listing of Projects**

**Jurisdiction's Name:** Stanislaus County

**Priority Need**

Public Services – ESG

**Project Title**

Community Housing and Shelter Services – Santa Fe Project

**Description**

Community Housing and Shelter Services (CHSS) is leasing a 22 unit Migrant Camp in Empire, called Santa Fe House, from the Housing Authority of the County of Stanislaus, to allow Transitional Shelter for homeless families during the inclement winter months. In addition to shelter, this program will provide counseling and related public services that will assist the household in attaining permanent housing and new employment. After families exit Santa Fe House, rental assistance will be provided as needed to assist the families to becoming stably housed. One of the main goals of the program is create pathways that lead to increased skills, wages and new job opportunities for low-income households participating in the program. The program intends to partner with the Alliance WorkNet to provide on the job training opportunities (OJT &/or Project YES) as the program participant's pursue permanent housing opportunities during the program stay.

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

**Location/Target Area**

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

Objective Number	Project ID (HUD Activity #):
HUD Matrix Code HESG RR & Shelter	ESG Citation 576.103-106
Type of Recipient People (General)	CDBG National Objective LMC
Start Date (mm/dd/yyyy) 07-01-13	Completion Date (mm/dd/yyyy) 06-30-13
Performance Indicator Persons Served	Annual Units 15
Local ID	Units Upon Completion

CDBG	.....
ESG	\$38,231
HOME	.....
HOPWA	.....
Total Formula	.....
Prior Year Funds	.....
Assisted Housing	.....
PHA	.....
Other Funding	.....
Total	.....

**Funding Sources:**

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 2013-2014**  
**Listing of Projects**

**Jurisdiction's Name:** Stanislaus County

**Priority Need**

Public Services – ESG

**Project Title**

Family Promise – Shelter for Homeless Families

**Description:** Family Promise of Greater Modesto provides Transitional Shelter to homeless families allowing them the opportunity to remain together. In addition to overnight shelter, enrolled families receive food and access to a Day Center which offers showers and laundry facilities, phone and internet access and transportation from the Day Center to the shelter. Throughout their enrollment in the program, Case Managers work with each family to remove the barriers that impede their ability to remain in permanent housing.

**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 HESG Shelter	ESG Citation 576.102
Type of Recipient People (General)	CDBG National Objective LMC
Start Date (mm/dd/yyyy) 07-01-12	Completion Date (mm/dd/yyyy) 06-30-13
Performance Indicator Persons Served	Annual Units 90
Local ID	Units Upon Completion

**Funding Sources:**

CDBG .....  
ESG \$17,564 .....  
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 2013-2014**  
**Listing of Projects**

**Jurisdiction's Name:** Stanislaus County

**Priority Need**

Public Services – ESG

**Project Title**

Salvation Army - Emergency Shelter

**Description:**

The Salvation Army's Emergency Shelter is a cold-weather facility, offering emergency beds for homeless individuals who are unable to find shelter elsewhere. The facility provides up to 100 beds per night to homeless citizens throughout Stanislaus County. The Shelter's target population is adult homeless persons who are over the age of 18 and without dependents. The Emergency Shelter exists to provide a warm, dry, and safe place for homeless persons to sleep each night. The ability to spend the night out of the bitter cold and rain offers hope and health to each homeless person who enters the shelter.

**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 #):	<b>Funding Sources:</b> CDBG _____ ESG \$30,000 HOME _____ HOPWA _____ Total Formula _____ Prior Year Funds _____ Assisted Housing _____ PHA _____ Other Funding _____ Total _____
HUD Matrix Code HESG Shelter	ESG Citation 576.102	
Type of Recipient People (General)	CDBG National Objective LMC	
Start Date (mm/dd/yyyy) 07-01-13	Completion Date (mm/dd/yyyy) 06-30-14	
Performance Indicator Persons Served	Annual Units 413	
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 2013-2014**  
**Listing of Projects**

**Jurisdiction's Name:** Stanislaus County

**Priority Need**

Public Services – ESG

**Project Title**

We Care – Emergency Cold Weather Shelter

**Description:**

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, 2013 to March 31, 2014, 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.

**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 #):	<b>Funding Sources:</b> CDBG _____ ESG \$13,750 _____ HOME _____ HOPWA _____ Total Formula _____ Prior Year Funds _____ Assisted Housing _____ PHA _____ Other Funding _____ Total _____
HUD Matrix Code HESG Shelter	ESG Citation 576.102	
Type of Recipient People (General)	CDBG National Objective LMC	
Start Date (mm/dd/yyyy) 07-01-13	Completion Date (mm/dd/yyyy) 06-30-14	
Performance Indicator Persons Served	Annual Units 82	
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 2013-2014  
Listing of Projects**

**Jurisdiction's Name:** Stanislaus County

**Priority Need**

Public Services – ESG

**Project Title**

We Care – Rapid Re-Housing Program

**Description:**

The We Care Rapid Re-housing Program provides services for homeless individuals and families without children over the age of 18 who fall at or below 30% of the area median income. This project will assist 4 homeless individuals and families with housing search and placement, rental application fees, rental and utility assistance, rental and utility deposits, case management, referrals, and support services. Referrals to Alliance Worknet will be provided to unemployed or underemployed program participants. Project participants receive a housing plan created specifically to meet their individual housing needs and goals. A case manager meets with program participants at least once a month in their home to assess their housing plan progress. The goal of the program is to move individuals and families that are homeless through the transition into a permanent, sustainable, housing situation.

**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 #):
HUD Matrix Code HESG RR	ESG Citation 576.103-106
Type of Recipient People (General)	CDBG National Objective LMC
Start Date (mm/dd/yyyy) 07-01-13	Completion Date (mm/dd/yyyy) 06-30-14
Performance Indicator Persons Served	Annual Units 3
Local ID	Units Upon Completion

**Funding Sources:**

CDBG \_\_\_\_\_  
ESG \$14,710 \_\_\_\_\_  
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 –**

1. Consolidated Plan Summary of Specific Housing/Community Development Objectives (pp. 145)
2. Homeless and Special Needs Populations: Continuum of Care Housing Gap Analysis (pp. 146)
3. Priority Housing Needs (pp. 147)
4. Special Needs/Non-Homeless (2007, 2008, 2009, 2010, 2011) (pp.148)
5. Continuum of Care Inventory of Facilities and Services for the Homeless (pp. 149)

**Transition Table 2C**  
**Consolidated Plan Period: FY 2012-2015**  
**Summary of Specific Housing/Community Development Objectives**  
**(Table 2A/2B Continuation Sheet)**

Obj #	Specific Objectives	Sources of Funds	Performance Indicators	Expected Number	Actual Number	Outcome/Objective*
<b>1</b>	<b>Infrastructure</b>					
a.	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	1. Number of of Projects  2. Number of people served	18  16,500		SL-1
<b>2</b>	<b>Economic Development</b>					
a.	Partner with the Alliance WorkNet to provide on the job training to residents from the Airport and Parklawn Revitalizations Strategy Areas and from other eligible Urban County Areas. The ultimate goal of the program is to place interns into permanent employment upon successful completion of the program.	CDBG	Jobs	5		EO-1
<b>3 &amp; 4</b>	<b>Housing Assistance / Housing Programs</b>					
a.	Address the need for affordable housing by providing down payment assistance to low and moderate-income households.	HOME NSP CalHome	Households	45		DH-2
b.	Address the need for decent affordable housing by offering owner occupied rehabilitation assistance to low and moderate-income households.	HOME NSP CalHome	Households	43		DH-2
<b>5</b>	<b>Public Services</b>					
a.	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	People	22,253		SL-1
b.	Homeless Services					
	Address the need of homeless services to the homeless population including but not limited to emergency shelter, transitional housing, case management, crisis counseling, job search assistance, referral services, rental assistance, and permanent housing placement.	ESG	People	648		SL-1
<b>6</b>	<b>Neighborhood Revitalization/Other</b>					
1	Begin Revitalization Strategy (RS)	CDBG	RS	1		SL-3

**\*Outcome/Objective Codes**

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

**Table 1A**  
**Homeless and Special Needs Populations**

**Continuum of Care: Housing Gap Analysis Chart**

		Current Inventory	Under Development	Unmet Need/ Gap
<b>Individuals</b>				
<b>Example</b>	Emergency Shelter	100	40	26
<b>Beds</b>	Emergency Shelter	110	15	
	Transitional Housing	206	0	
	Permanent Supportive Housing	183	35	
	<b>Total</b>	379	50	
<b>Persons in Families With Children</b>				
<b>Beds</b>	Emergency Shelter	293	0	
	Transitional Housing	178	0	
	Permanent Supportive Housing	135	0	
	<b>Total</b>	606	0	

**Continuum of Care: Homeless Population and Subpopulations Chart**

<b>Part 1: Homeless Population</b>	<b>Sheltered</b>		<b>Unsheltered</b>	<b>Total</b>
	<b>Emergency</b>	<b>Transitional</b>		
Number of Families with Children (Family Households):	Unknown	Unknown	Unknown	Unknown
1. Number of Persons in Families with Children	100	161	192	453
2. Number of Single Individuals and Persons in Households without children	251	131	599	981
<b>(Add Lines Numbered 1 &amp; 2 Total Persons)</b>	351	292	791	1434
<b>Part 2: Homeless Subpopulations</b>	<b>Sheltered</b>		<b>Unsheltered</b>	<b>Total</b>
a. Chronically Homeless	96		122	218
b. Seriously Mentally Ill	34		65	99
c. Chronic Substance Abuse	60		81	141
d. Veterans	43		30	73
e. Persons with HIV/AIDS	5		3	8
f. Victims of Domestic Violence	21		30	51
g. Unaccompanied Youth (Under 18)	28		0	28

**Table 2A**  
**Priority Housing Needs/Investment Plan Table**

The table below lists the funding priority and unmet need for each combination of household type by tenure and income. Funding priority is primarily based on the community input gathered throughout the planning process. Per Consolidated Plan regulations, the unmet need figures listed in the table below are based on special tabulations derived from the Comprehensive Housing Affordability Strategy (CHAS) data (US Census 2010 data). The unmet need represents the number of households who (1) have a cost burden greater than 30% of the household's income, (2) live in overcrowded unit, or (3) live in a unit without a complete kitchen or plumbing facilities. It is important to note that unmet need does not represent the number of units intended to be addressed during the three year Consolidated Plan period. The Consolidated Plan goals are included in the following pages.

PRIORITY HOUSING NEEDS (households)		Priority		Unmet Need
<b>Renter</b>	Small Related	0-30%	High	2,992
		31-50%	High	2,099
		51-80%	Medium	2,474
	Large Related	0-30%	High	1,065
		31-50%	Medium	747
		51-80%	Low	881
	Elderly	0-30%	High	2,115
		31-50%	High	2,065
		51-80%	Medium	1,765
	All Other	0-30%	Low	1,619
		31-50%	Low	1,136
		51-80%	Low	1,339
<b>Owner</b>	Small Related	0-30%	High	4,702
		31-50%		3,297
		51-80%		3,889
	Large Related	0-30%	Medium	1,982
		31-50%		1,390
		51-80%		1,639
	Elderly	0-30%	High	1,745
		31-50%		2,545
		51-80%		2,275
	All Other	0-30%	Low	1,399
		31-50%		981
		51-80%		1,157
<b>Non-Homeless Special Needs</b>	Elderly	0-80%	All priority housing needs for non-homeless special needs populations are included in the above unmet needs figures.	
	Frail Elderly	0-80%		
	Severe Mental Illness	0-80%		
	Physical Disability	0-80%		
	Developmental Disability	0-80%		
	Alcohol/Drug Abuse	0-80%		
	HIV/AIDS	0-80%		
	Victims of Domestic Violence	0-80%		

**Table 1B**  
**Special Needs (Non-Homeless) Populations**

<b>SPECIAL NEEDS SUBPOPULATIONS</b>	<b>Priority Need Level High, Medium, Low, No Such Need</b>	<b>Unmet Need</b>	<b>Dollars to Address Unmet Need</b>	<b>Multi- Year Goals</b>	<b>Annual Goals</b>
Seniors	High	4,005	\$76,123	1,338	446
At-Risk Youth	High	10,224	\$76,123	945	315
Persons At-risk of Homelessness	Medium	UN	\$86,485*	348	116
Persons Experiencing Food Insecurity	Medium	30,175	\$76,123	67,161	22,387
Low Income Families with Children	Low	31,679	\$50,749	783	261
Persons with Mental Illness	Low	UN	\$50,749	48	16
Physically Disabled	Low	UN			
Developmentally Disabled	Low	UN			
Victims of Domestic Violence	Low	UN			
<b>TOTAL</b>			416,352	70,623	23,261

\*Dollars to Address Unmet Need for Persons At-Risk of Homelessness includes CDBG Public Service funds combined with ESG funds.

**Stanislaus County**  
**Continuum of Care Inventory of Facilities and Services for the Homeless**

**EMERGENCY SHELTER**

Year	Prog. Type	Provider Name	Facility	HMIS	Geo Code	Target Pop. A	Target Pop. B	McKinn ey-Vento	Beds HH w/ Children	Beds HH w/o Children	Year-Round Beds	Total Seasonal Beds	Overflow Beds
2011	ES	Center for Human Services	Hutton House	Y	62292	YMF		Yes	8		8	0	0
2011	ES	Children's Crisis Center	Cricket House	Y	62292	YMF		No	9		9	0	0
2011	ES	Children's Crisis Center	Guardian House	Y	62292	YMF		No	15		15	0	0
2011	ES	Children's Crisis Center	Marsha's House	Y	62292	YMF		No	12		12	0	0
2011	ES	Children's Crisis Center	Sawyer House	Y	62292	YMF		No	9		9	0	0
2011	ES	Children's Crisis Center	Verda's House	Y	62292	YMF		No	8		8	0	0
2011	ES	CHSS	Motel Vouchers	Y	62292	HC		No	100		100	0	0
2011	ES	Family Promise	FP Church Sites	Y	62292	HC		No	14		14	0	0
2011	ES	Haven Women's Center	Haven Shelter	N	62292	SFHC	DV	No	25	1	26	0	0
2011	ES	Helping Others Sleep Tonight- HOST	HOST	N	69099	SMF+HC		No	0	0	0	8	
2011	ES	Modesto Gospel Mission	Mission	N	62292	SMF+HC		No	90	100	190	0	0
2011	ES	Salvation Army	After Winter Shelter	Y	62292	SMF		No		0	0	30	
2011	ES	Salvation Army	Berberian Winter Shelter	Y	62292	SMF		No		0	0	100	0
2011	ES	SCAP	HOPWA Vouchers	Y	62292	SMF+HC	HIV	Yes	3	3	6	0	0
2011	ES	Turlock Gospel Mission	Turlock Gospel Mission	N	62292	HC		No	0		0	30	0
2011	ES	Turning Point	Garden Gate Respite	N	62292	SMF		No		6	6		
2011	ES	We Care Program	We Care Shelter	Y	62292	SMF+HC		No	0	0	0	34	0

**TRANSITIONAL SHELTER**

Year	Prog. Type	Provider Name	Facility	HMIS	Geo Code	Target Pop. A	Target Pop. B	McKinn ey-Vento	Beds HH w/ Children	Beds HH w/o Children	Year-Round Beds	Total Seasonal Beds	Overflow Beds
2011	TH	Center for Human Services	Pathways	Y	62292	SMF+HC		Yes	3	13	16		
2011	TH	Haven Women's Center	Women's Haven	N	62292	HC	DV	No	16		16		
2011	TH	Interfaith Ministries	Redwood	Y	62292	SFHC		No	62	3	65		
2011	TH	Modesto Gospel Mission	Exodus	N	62292	SM		No		20	20		
2011	TH	Modesto Gospel Mission	New Life	N	62292	SM		No		41	41		
2011	TH	Salvation Army	Berberian Transitional	Y	62292	SMF		Yes		20	20		
2011	TH	Salvation Army	GPD Berberian Transitional	Y	62292	SMF	VET	No		20	20		
2011	TH	SCAP	16th St	Y	62292	SMF+HC		No	12	4	16		
2011	TH	SCAP	2nd St - Oakdale	Y	62292	SMF+HC		No	12	4	16		
2011	TH	SCAP	Athens	Y	62292	SMF+HC		No	10	4	14		
2011	TH	SCAP	Halo - Dragoo Park	Y	62292	SMF+HC		No	14	2	16		
2011	TH	SCAP	Halo - Fort Sumpter	Y	62292	SMF+HC		No	2	2	4		
2011	TH	SCAP	Halo Ensenada	Y	62292	SMF+HC		No	8	4	12		
2011	TH	SCAP	Halo Tully	Y	62292	SMF+HC		No	6	6	12		
2011	TH	STANCO	605 5th St.	N	62292	HC		No	5		5		
2011	TH	STANCO	615 5th St.	N	62292	HC		No	4		4		
2011	TH	STANCO	California	N	62292	SMF+HC		No	16	15	31		
2011	TH	STANCO	Garden Gate	N	62292	SMF+HC		No	4	16	20		
2011	TH	STANCO	Garvey	N	62292	SMF		No		3	3		
2011	TH	STANCO	Locust	N	62292	HC		No	4		4		
2011	TH	STANCO	Ricardo	N	62292	SMF		No		3	3		
2011	HPRP	SCAP	HPRP Modesto-Turlock	Y	69099	SMF		No		16	16		
2011	HPRP	We Care	HPRP	Y	69099	SMF		No		10	10		

**PERMANENT SUPPORTIVE HOUSING**

Year	Prog. Type	Provider Name	Facility	HMIS	Geo Code	Target Pop. A	Target Pop. B	McKinn ey-Vento	Beds HH w/ Children	Beds HH w/o Children	Year-Round Beds	Total Seasonal Beds	Overflow Beds
2011	PSH	Center for Human Services	Permanent Housing #1	Y	62292	SMF		Yes		6	6		
2011	PSH	HACS	HCV Vouchers	Y	69099	SMF		No		25	25		
2011	PSH	HACS	Miller Point S+C 5	Y	69099	SMF		Yes		15	15		
2011	PSH	HACS	S+C 1	Y	69099	SMF		Yes		6	6		
2011	PSH	HACS	S+C 2	Y	69099	SMF		Yes		11	11		
2011	PSH	HACS	S+C 3	Y	69099	SMF+HC		Yes	25	8	33		
2011	PSH	HACS	S+C 4	Y	69099	SMF+HC		Yes	45	10	55		
2011	PSH	HACS	S+C 6	Y	69099	SMF+HC		Yes	36	11	47		
2011	PSH	HACS	S+C 7	Y	69099	SMF+HC		Yes	18	6	24		
2011	PSH	HACS	S+C 8	Y	69099	SMF		Yes		6	6		
2011	PSH	SCAP	HALO - 14	Y	62292	SMF		Yes		6	6		
2011	PSH	SCAP	Halo House 1	Y	62292	SMF+HC		Yes	11	4	15		
2011	PSH	SCAP	Halo House 3	Y	62292	SMF		Yes		18	18		
2011	PSH	SCAP	Halo House 5	Y	62292	SMF		Yes		18	18		
2011	PSH	SCAP	Halo Houses 9	Y	62292	SMF		Yes		12	12		
2011	PSH	Turning Point	Affordable Housing Project	N	62292	SMF		Yes		12	12		
2011	PSH	Turning Point	Supportive Housing	N	62292	SMF		Yes		9	9		



## **Appendix D-**

### Maps: Urban County Cities

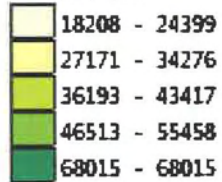
Ceres  
Hughson  
Newman  
Oakdale  
Patterson  
Waterford

### Maps: Stanislaus County CDBG Eligible Unincorporated Areas

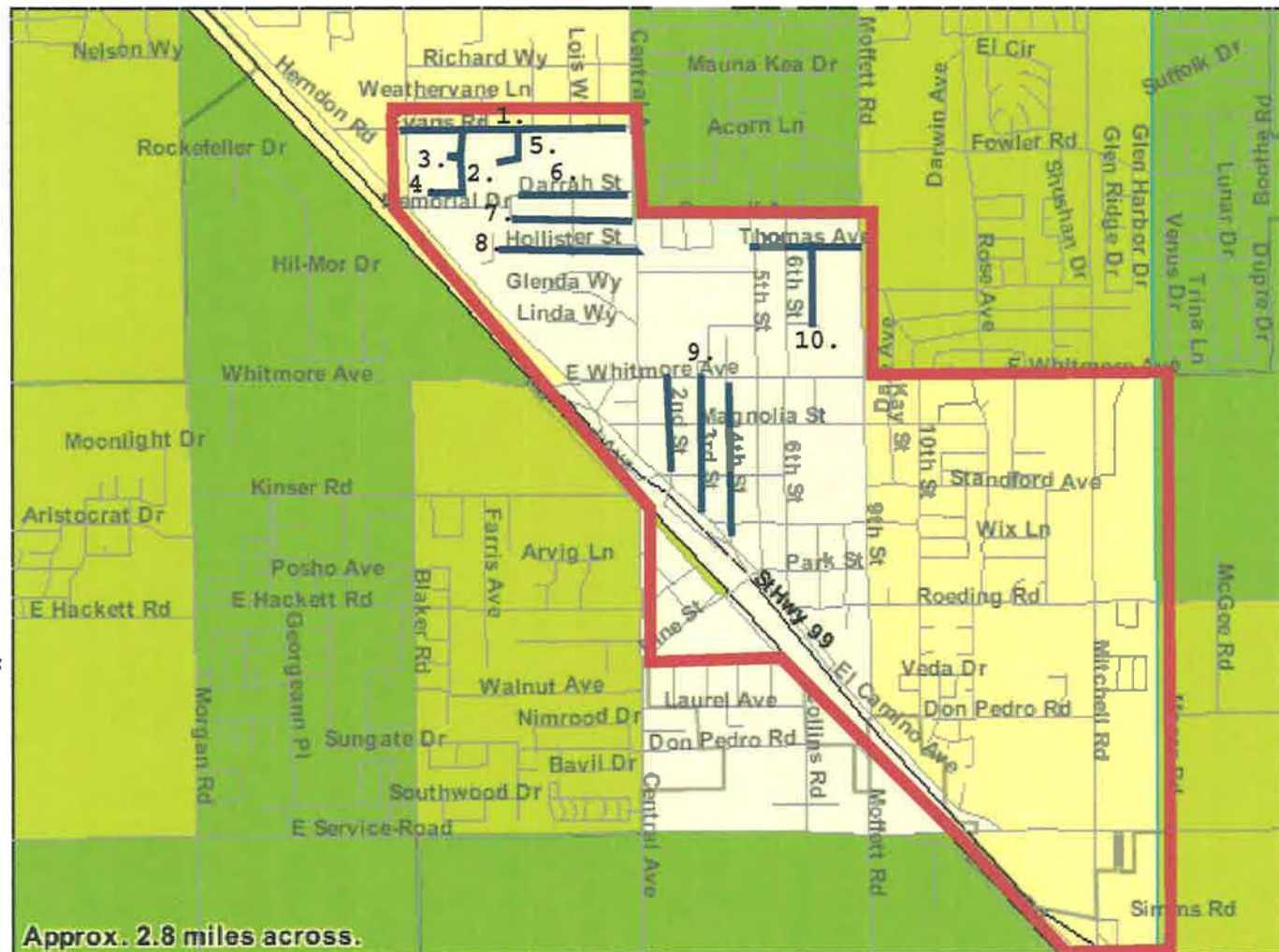
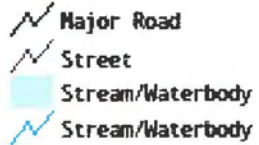
Airport Neighborhood  
Denair  
Empire  
Grayson  
Hickman  
Keyes  
Monterey Park Tract  
Parklawn Neighborhood  
Robertson Road  
Salida  
South Modesto (Bret Harte/Shackelford)  
Westley  
West Modesto

### Data Classes

Dollars



### Features



### FY 12/13 Project Streets:

1. Evans Rd - South
2. Stonehenge Wy
3. Stonecross CT
4. Stonehaven
5. Gail CT
6. Darrah St
7. Sequoia St
8. Hollister St
9. 2nd, 3rd, 4th, Thomas Ave
10. 7th St

## City of Ceres FY 2013-2014 Project Map

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

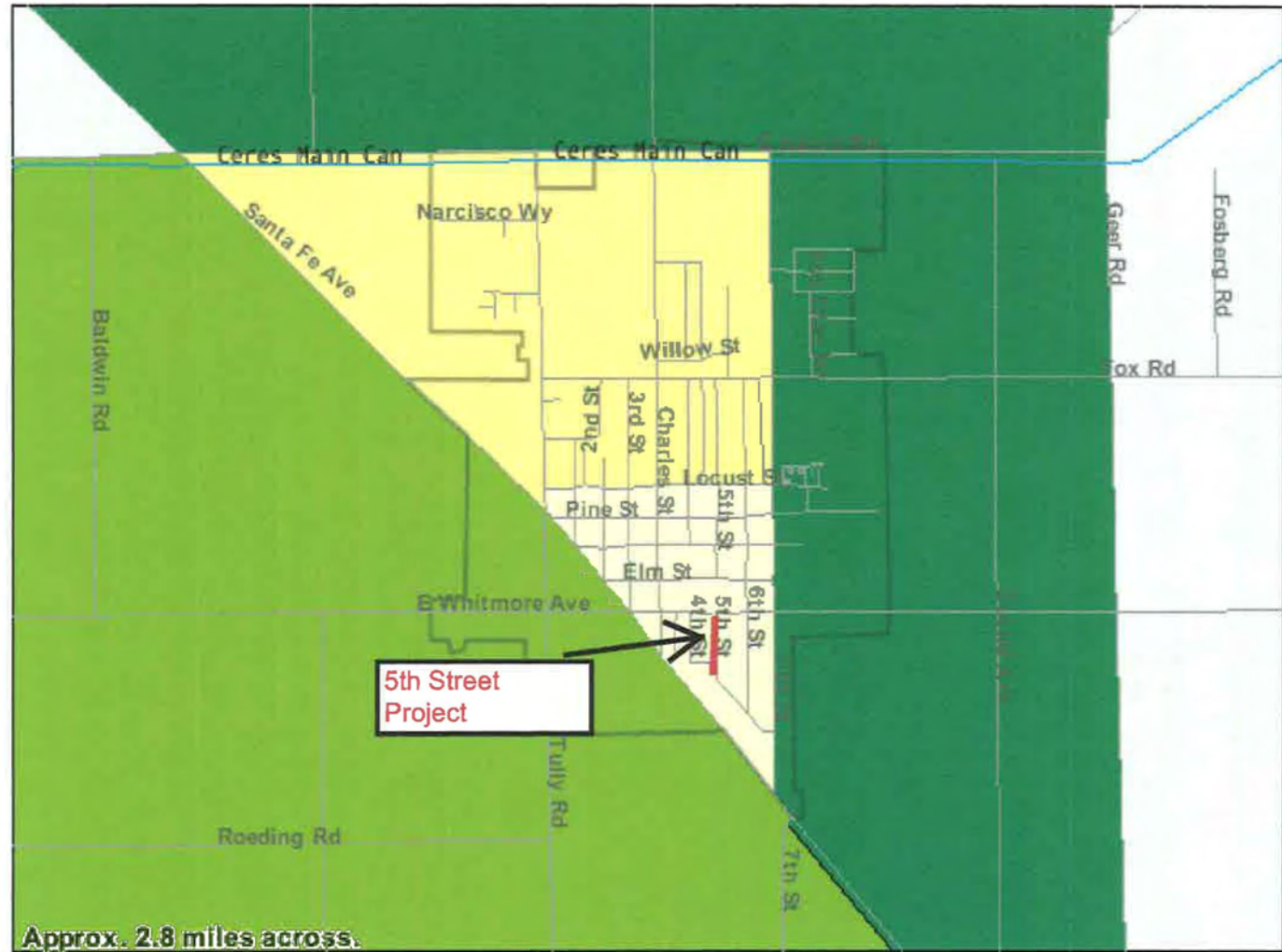
**Data Classes**

Dollars

28214 - 28214
36932 - 36932
38750 - 38750
59000 - 59000

**Features**

- Major Road
- Street
- Stream/Waterbody
- Stream/Waterbody



City of Hughson Project Map  
 FY 2013 - 2014

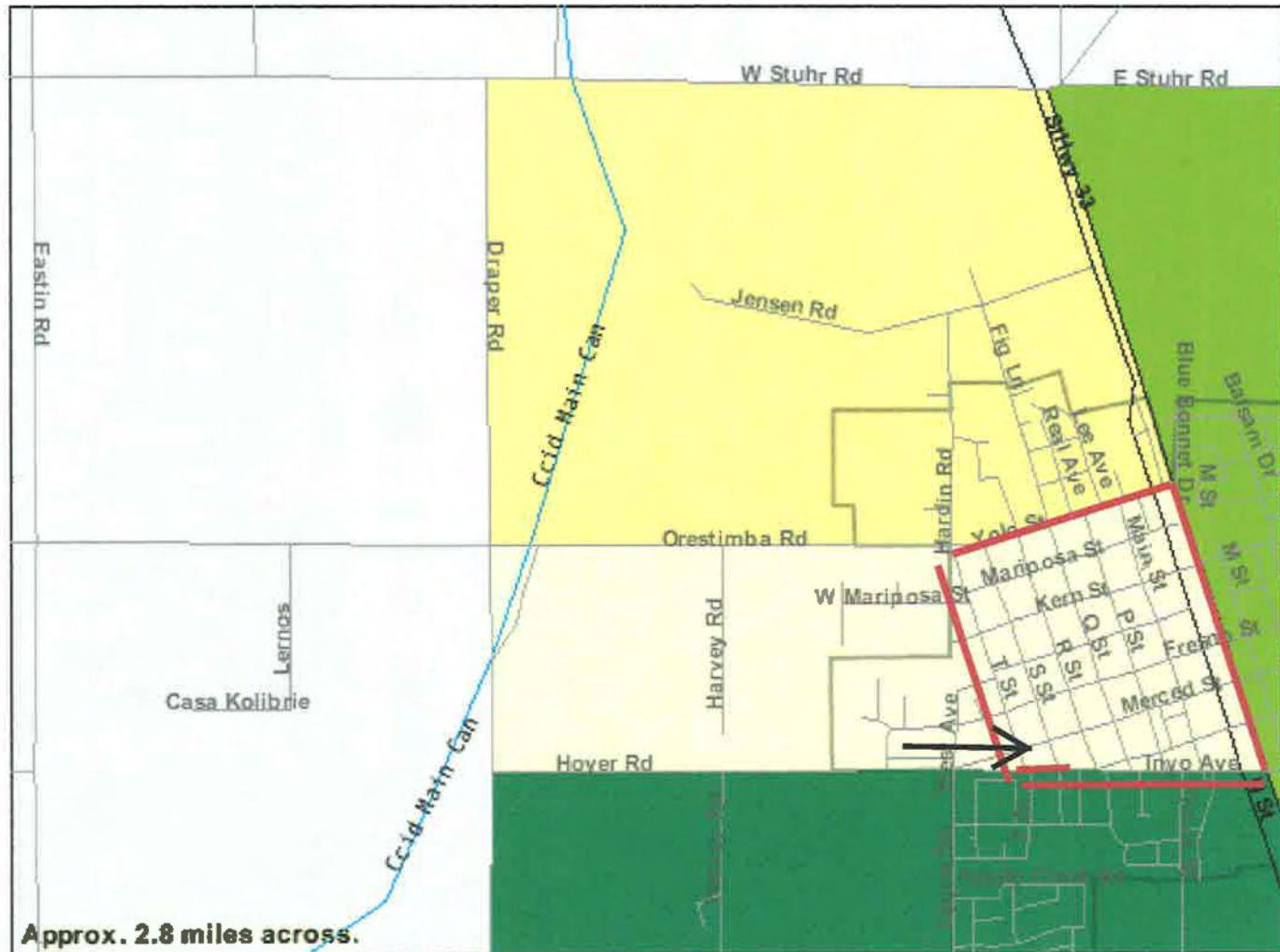
**Data Classes**

Dollars

- 33667 - 33667
- 40833 - 40833
- 42112 - 42112
- 46471 - 46471

**Features**

- Major Road
- Street
- Stream/Waterbody
- Stream/Waterbody

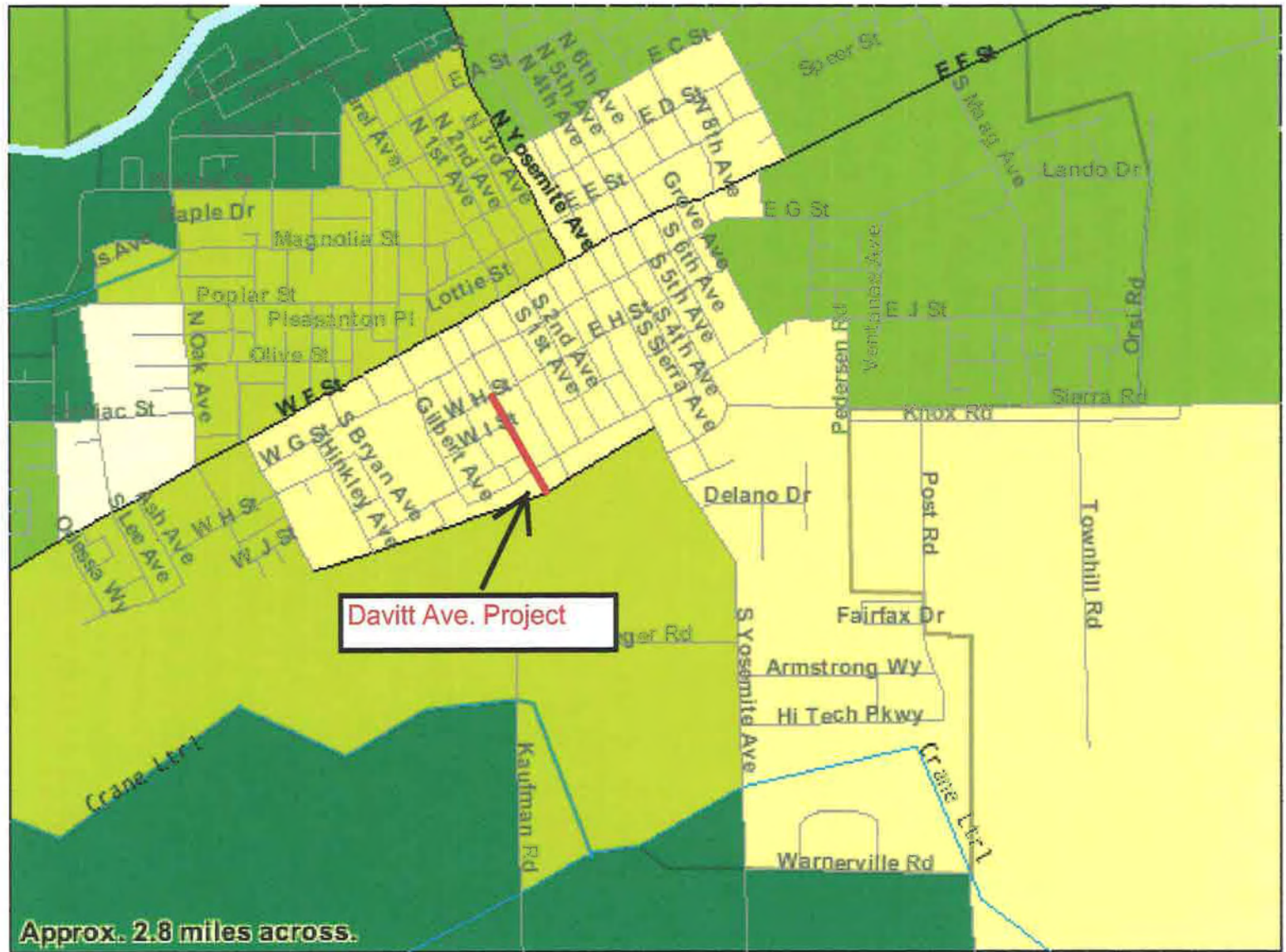


147

City of Newman Project Map  
FY 2013-2014

**Classes**

- 11ars
- 158 - 16458
- 125 - 33550
- 750 - 40903
- 313 - 46607
- 327 - 77514
- ires**
- or Road
- reet
- ream/Waterbody
- ream/Waterbody



City of Oakdale Project Map  
FY - 2013-2014

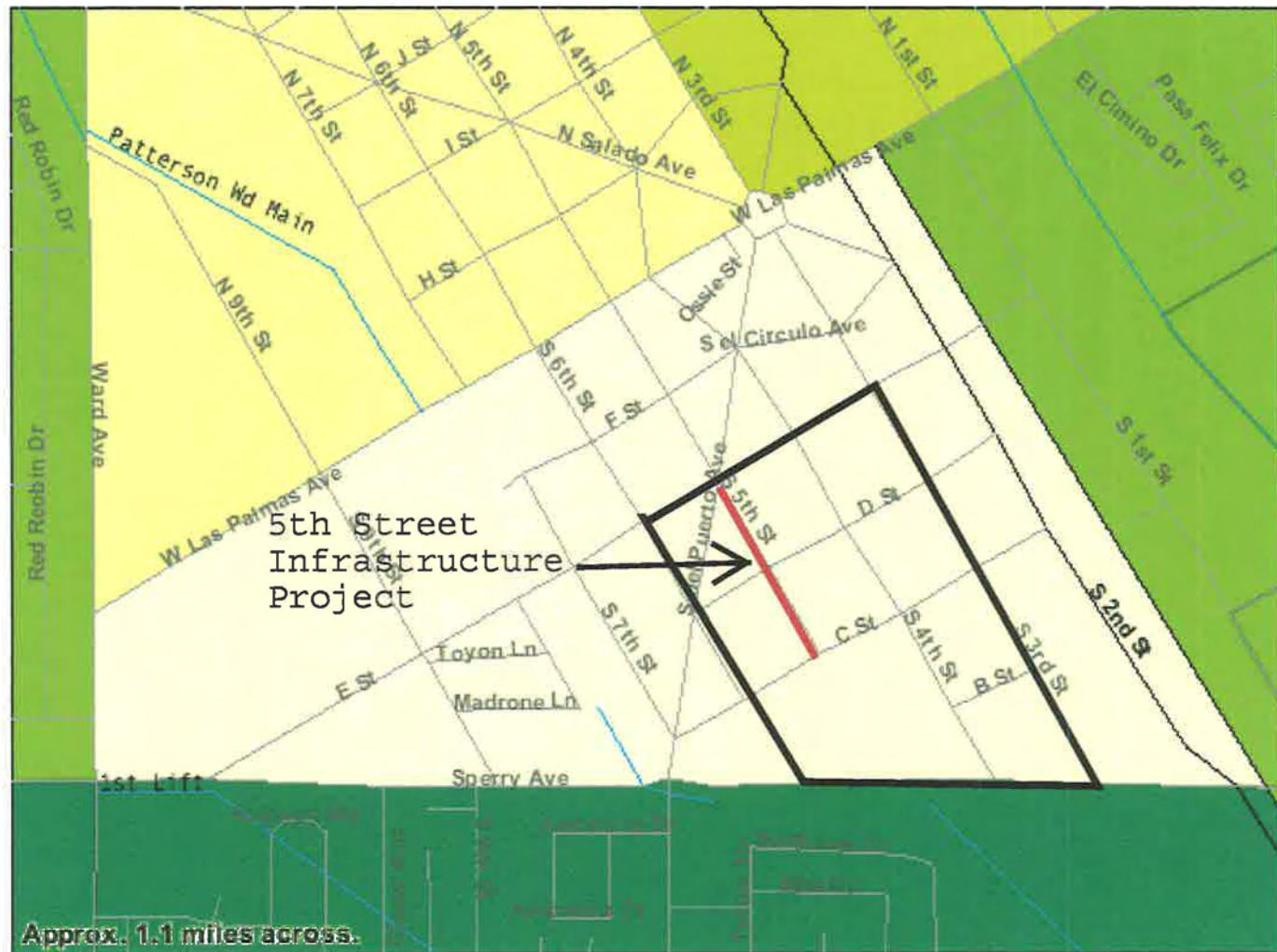
**Data Classes**

Dollars

- 25833 - 25833
- 32837 - 32837
- 38696 - 43952
- 50074 - 55089
- 69327 - 69327

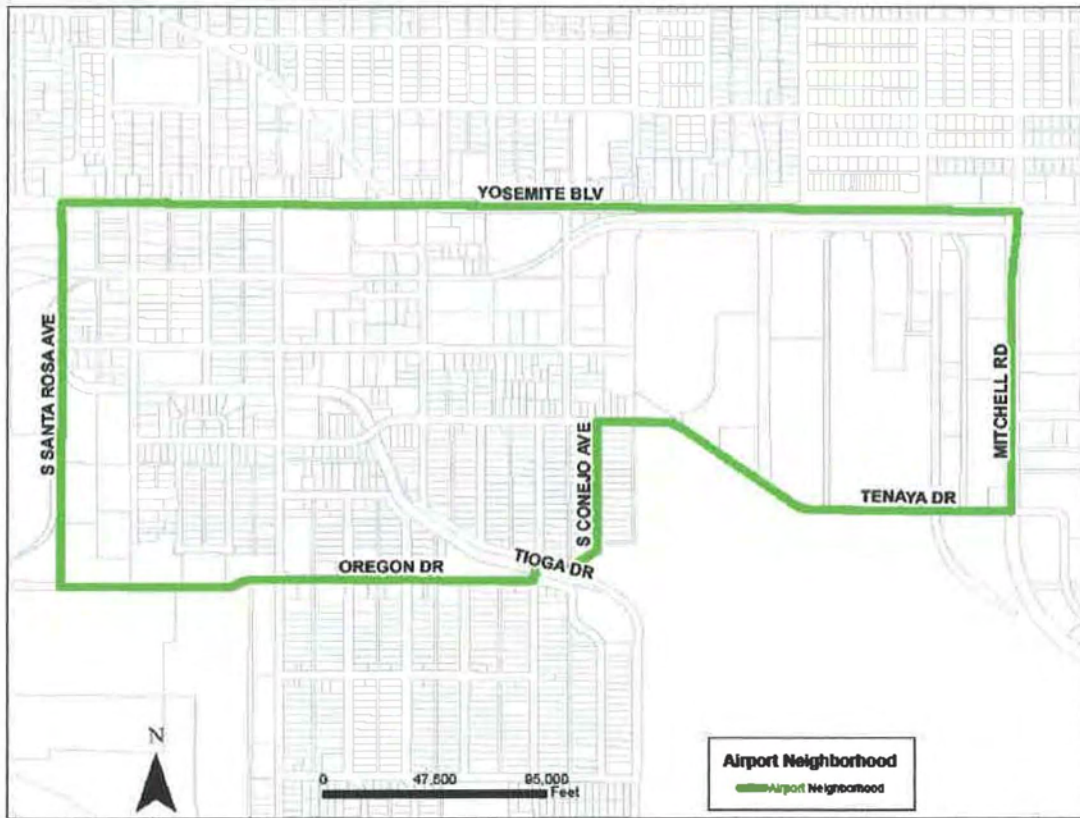
**Features**

- Major Road
- Street
- Stream/Waterbody
- Stream/Waterbody



149

City of Patterson Project Map  
FY - 2013-2014



Airport Neighborhood Boundary Map





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

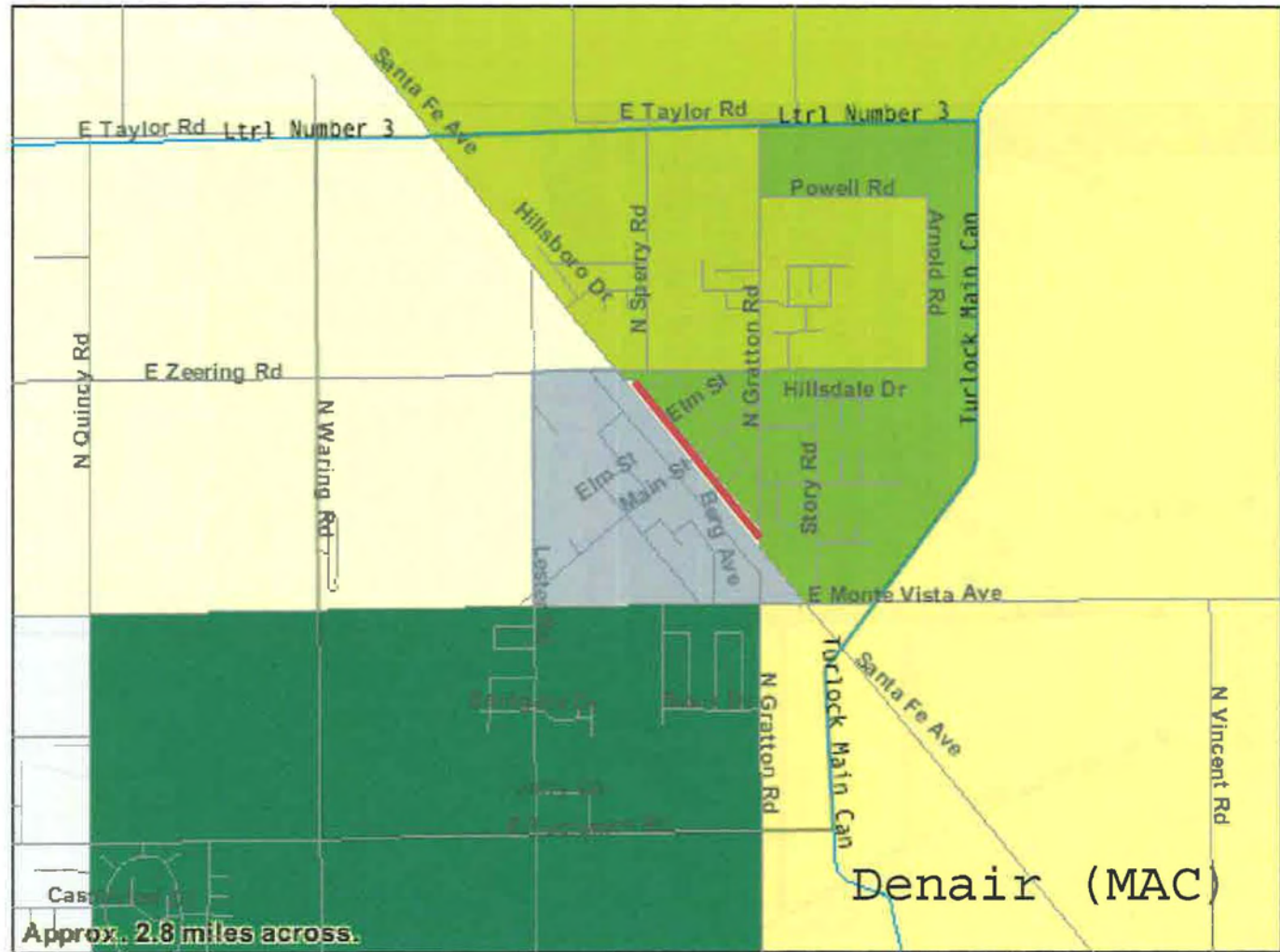
**Data Classes**

Dollars

33603 - 33603
44107 - 44107
45000 - 45000
50952 - 50952
57039 - 57039

**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  
 Grayson CDP, California by Census Tract

**Data Classes**

Dollars  
 36250 - 36250

**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  
 Hickman CDP, California by Block Group

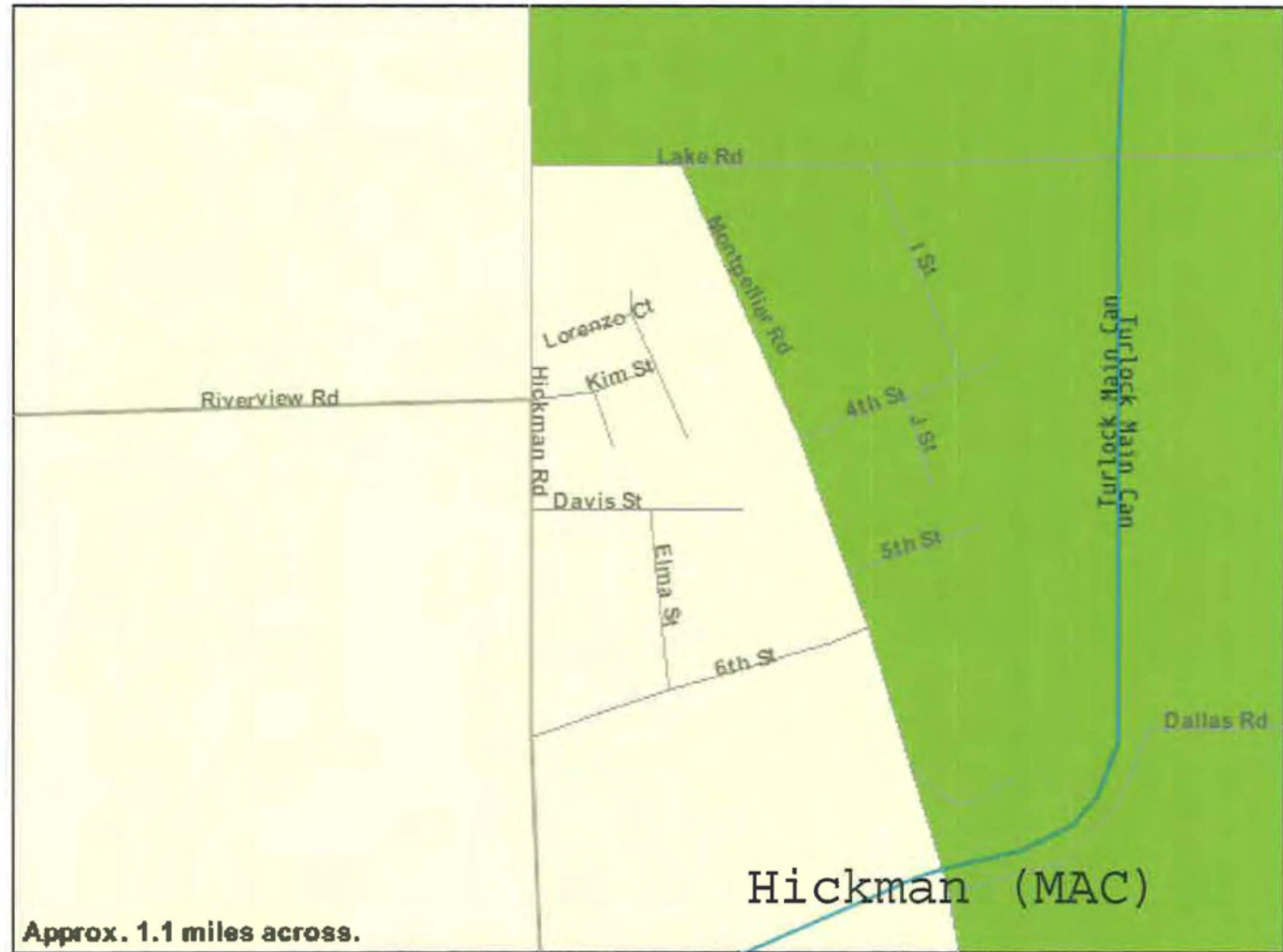
**Data Classes**

Dollars

- 31339 - 31339
- 50083 - 50083

**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  
 Keyes CDP, California by Block Group

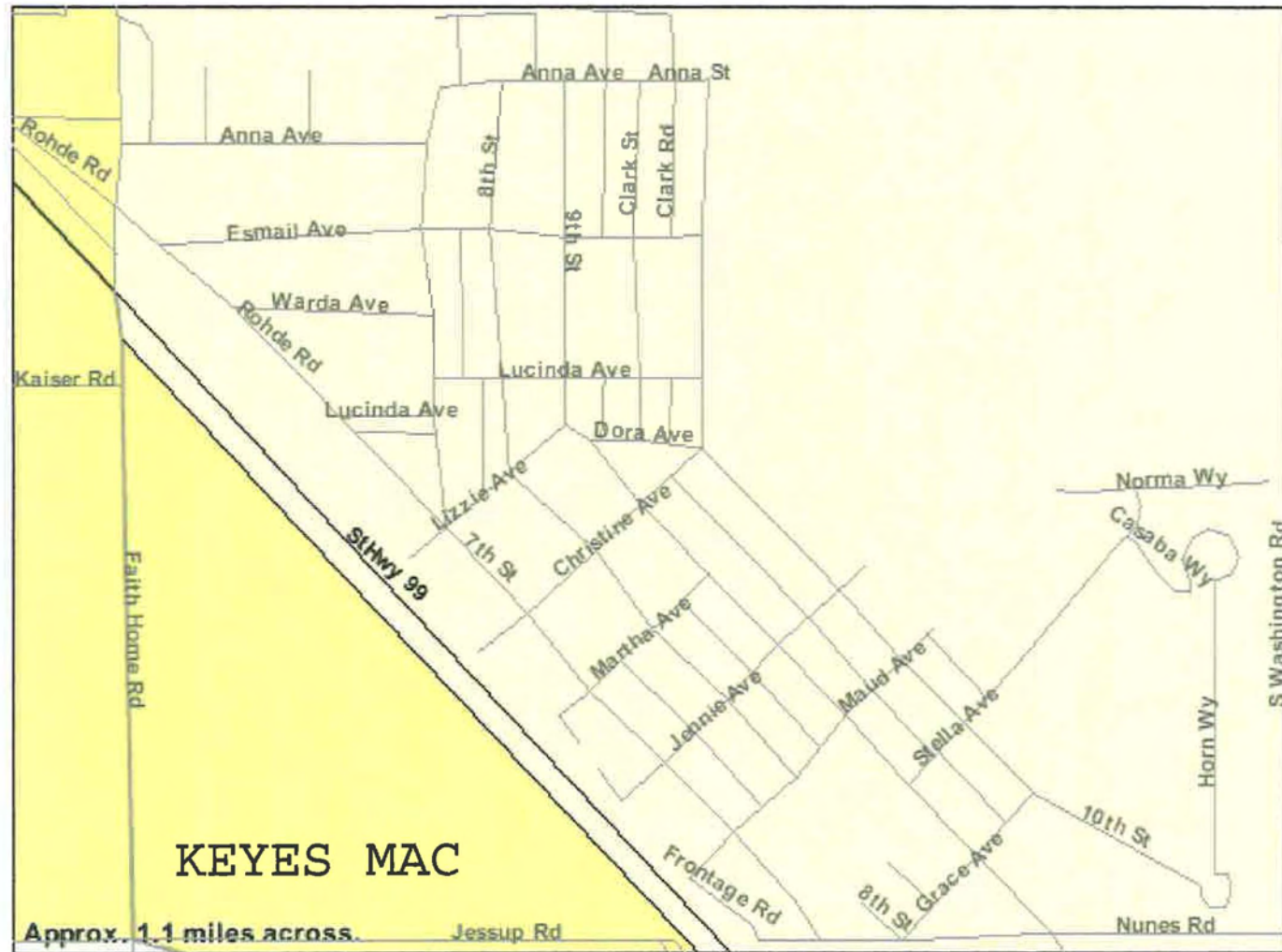
**Data Classes**

Dollars

32278 - 32278
33194 - 33194
46528 - 46528

**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  
 Turlock city, California by Block Group

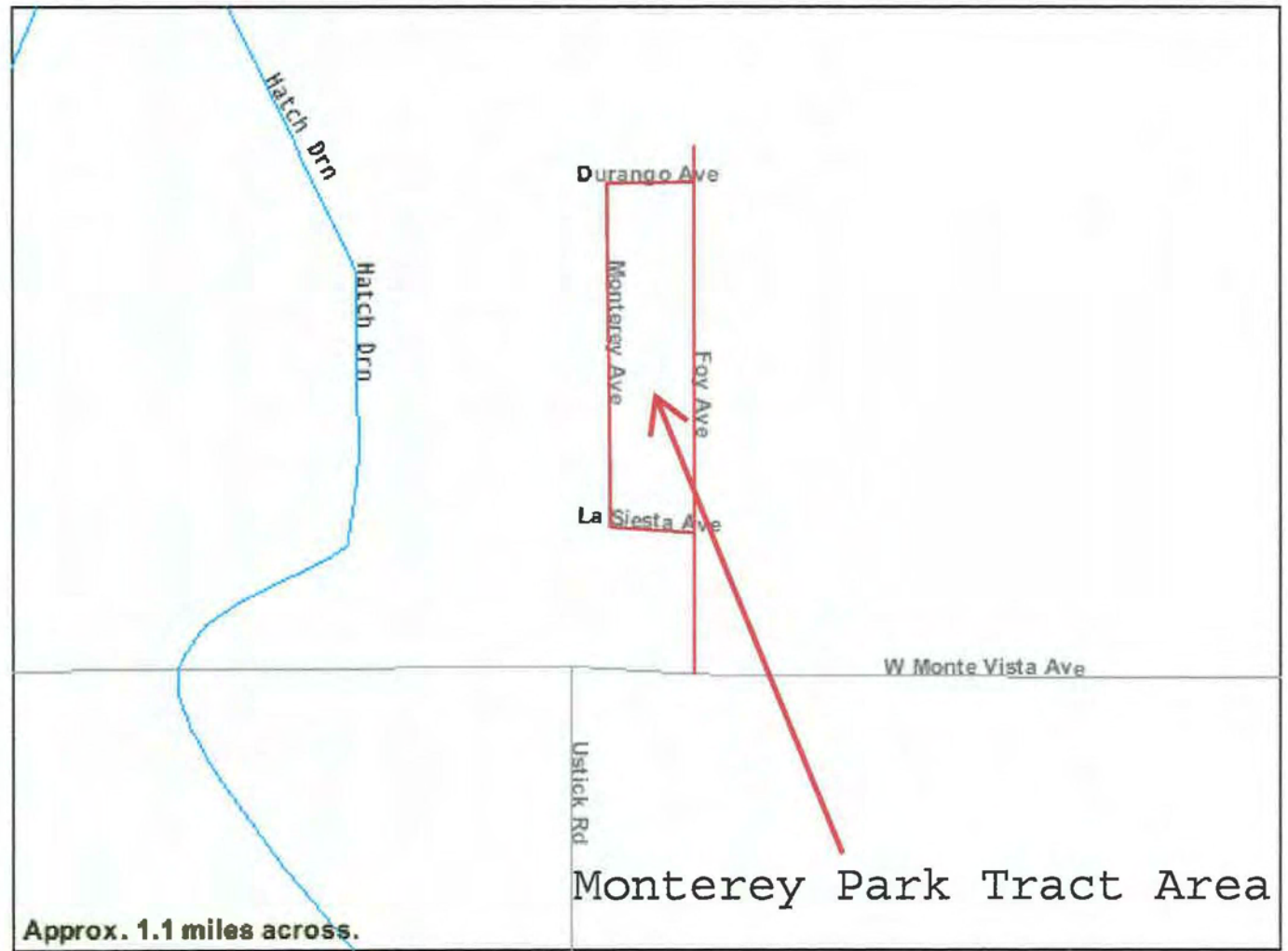
**Data Classes**

Dollars

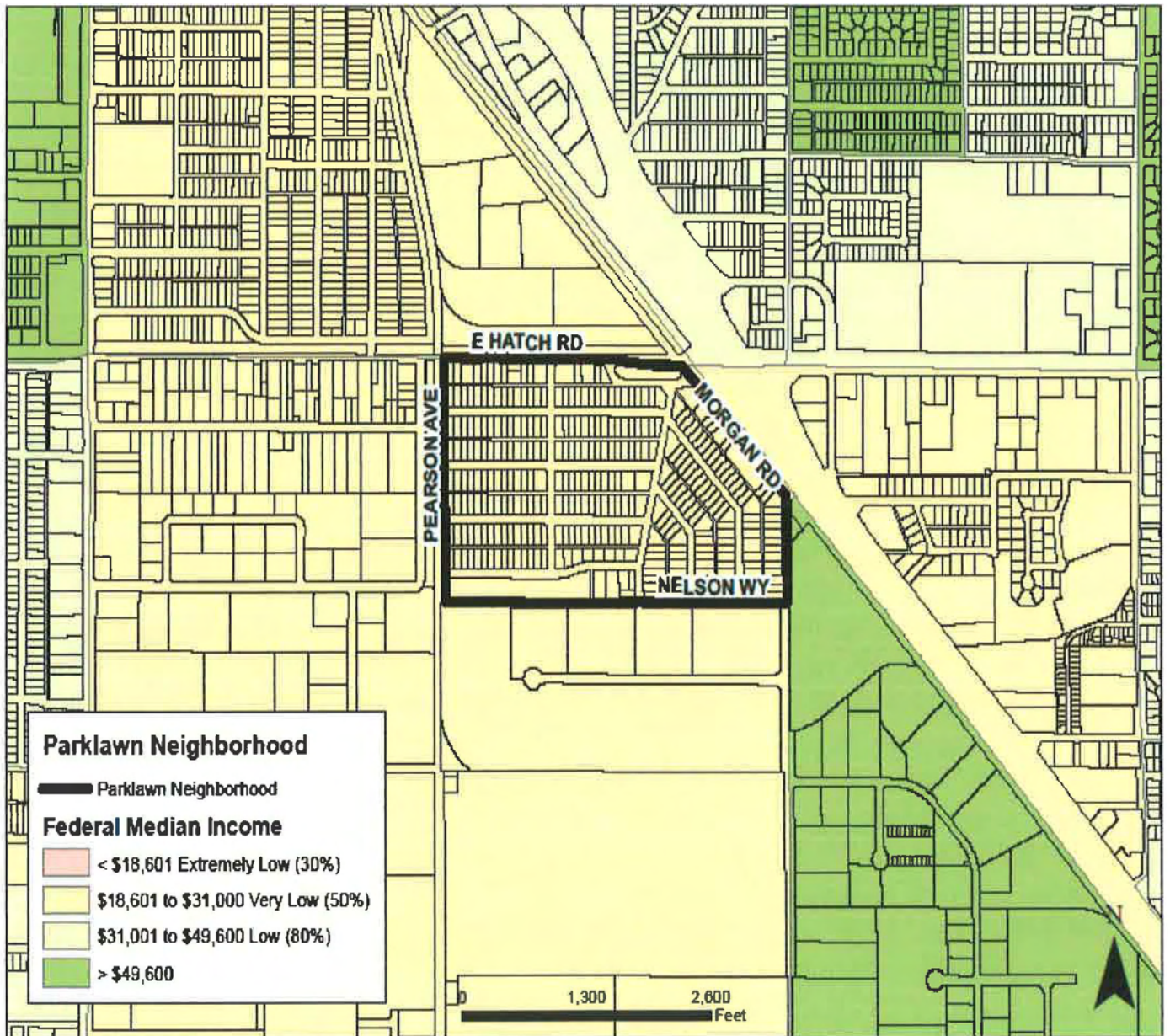
16955 - 22466
24464 - 27589
32596 - 36927
40278 - 47283
51515 - 70000

**Features**

-  Major Road
-  Street
-  Stream/Waterbody
-  Stream/Waterbody



# Parklawn Neighborhood Median Income





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

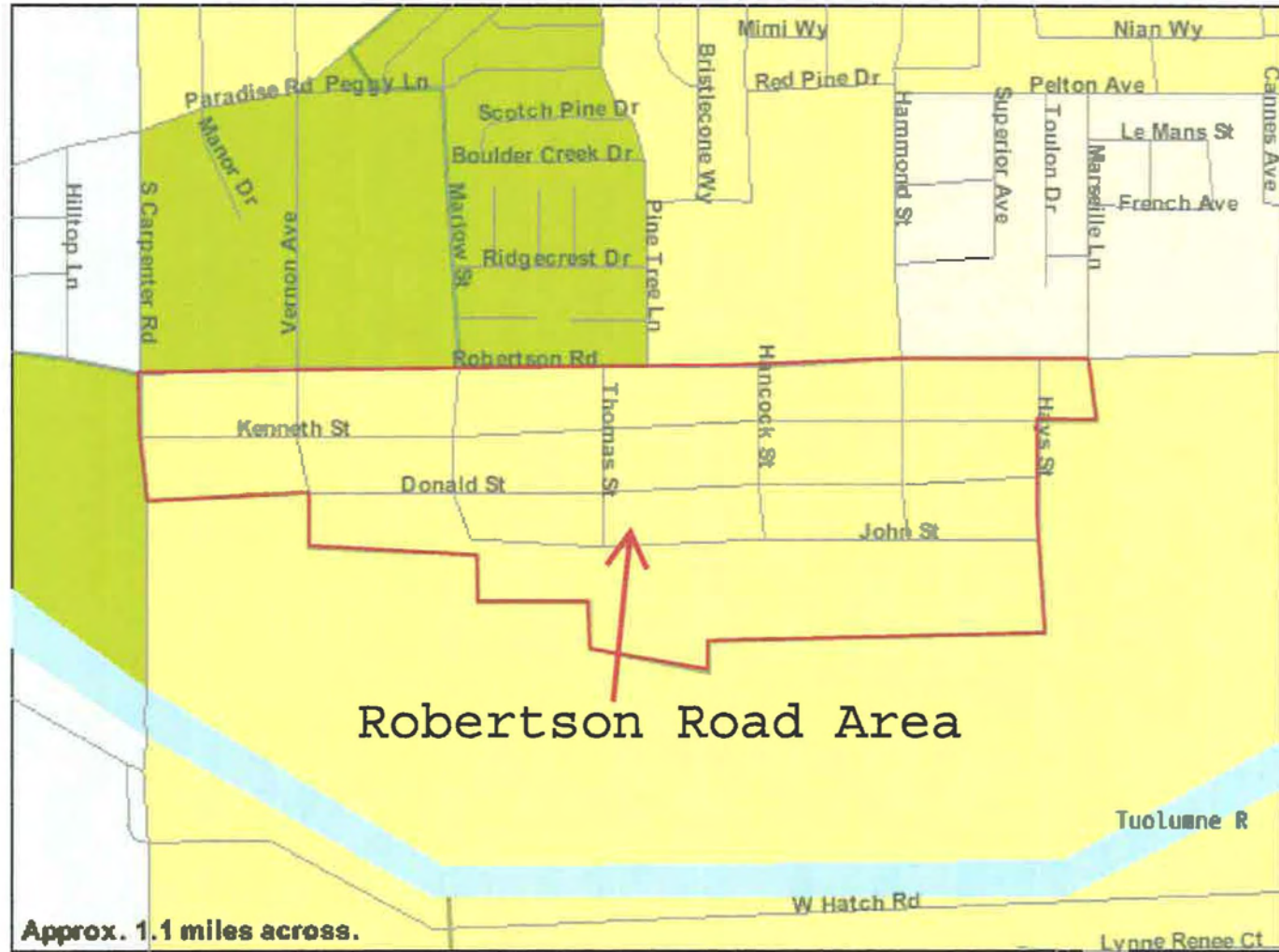
**Data Classes**

Dollars

0 - 21786
22813 - 34034
34784 - 44297
44758 - 58125
60804 - 87128

**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  
 Salida CDP, California by Block Group

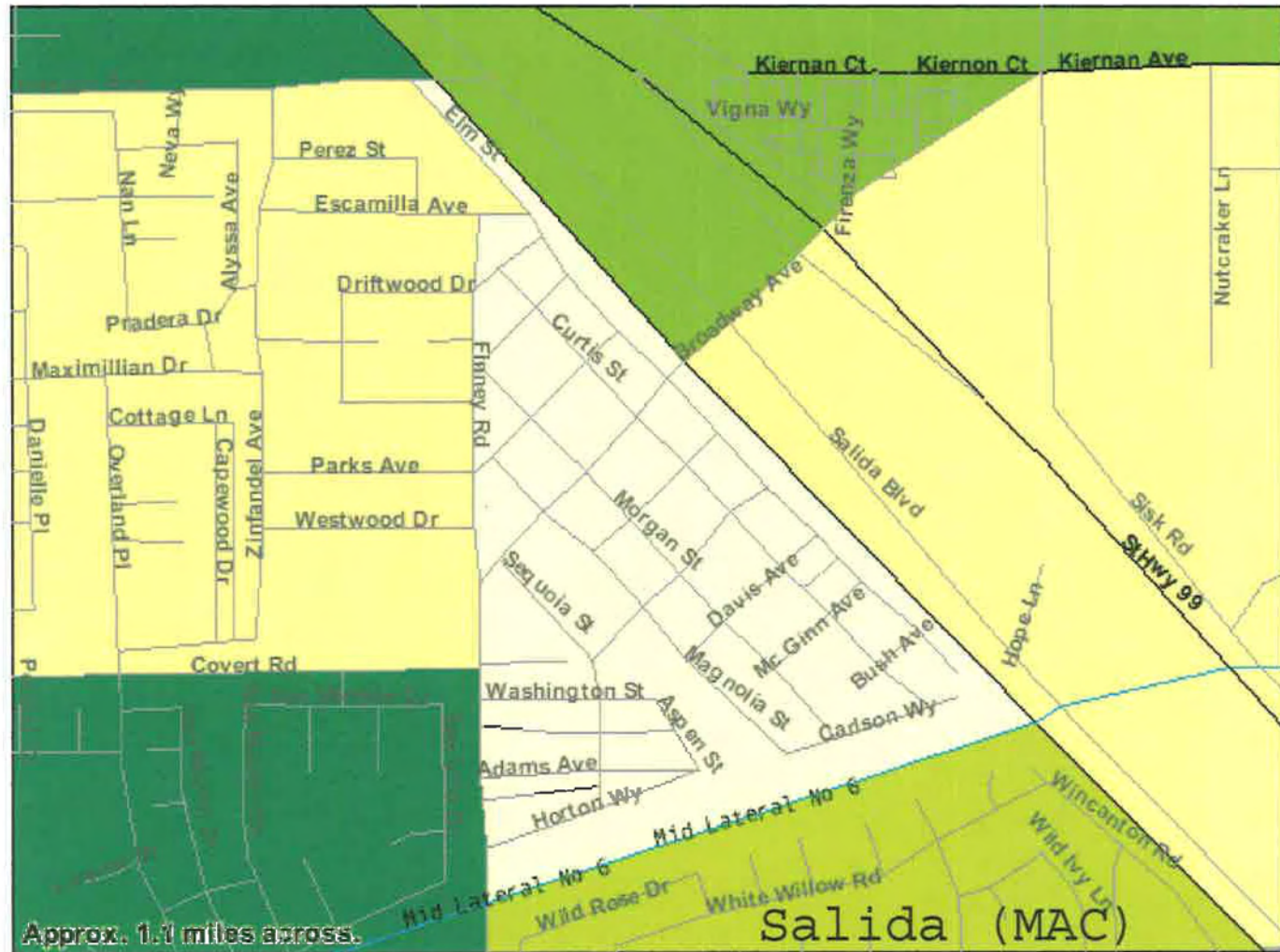
**Data Classes**

Dollars

- 29942 - 29942
- 49250 - 51359
- 60478 - 60478
- 60818 - 60818
- 65795 - 69327

**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  
 Modesto city, California by Block Group

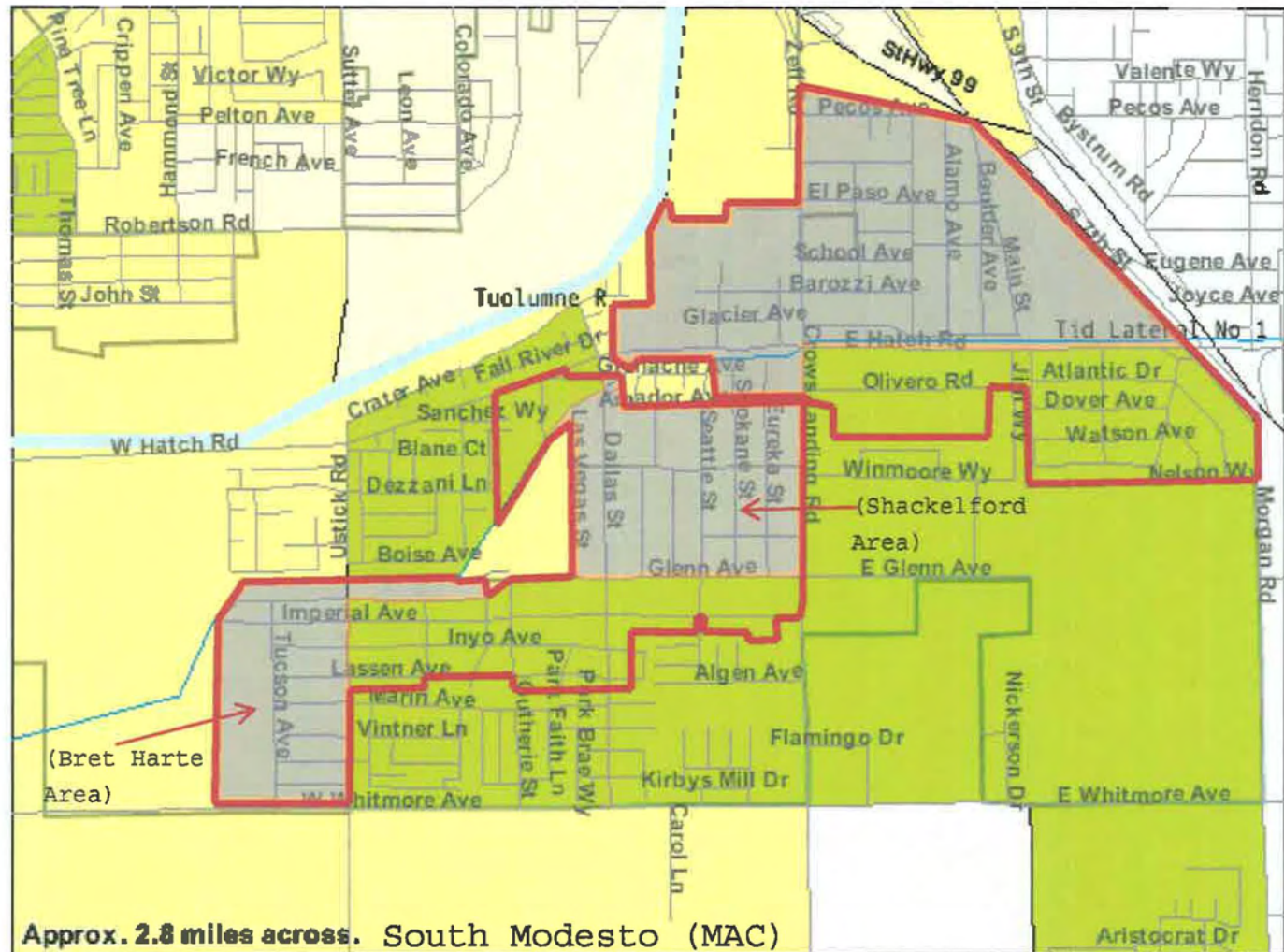
**Data Classes**

Dollars

0 - 21786
22813 - 34034
34784 - 44297
44758 - 58125
60804 - 87128

**Features**

- Major Road
- Street
- Stream/Waterbody
- Stream/Waterbody





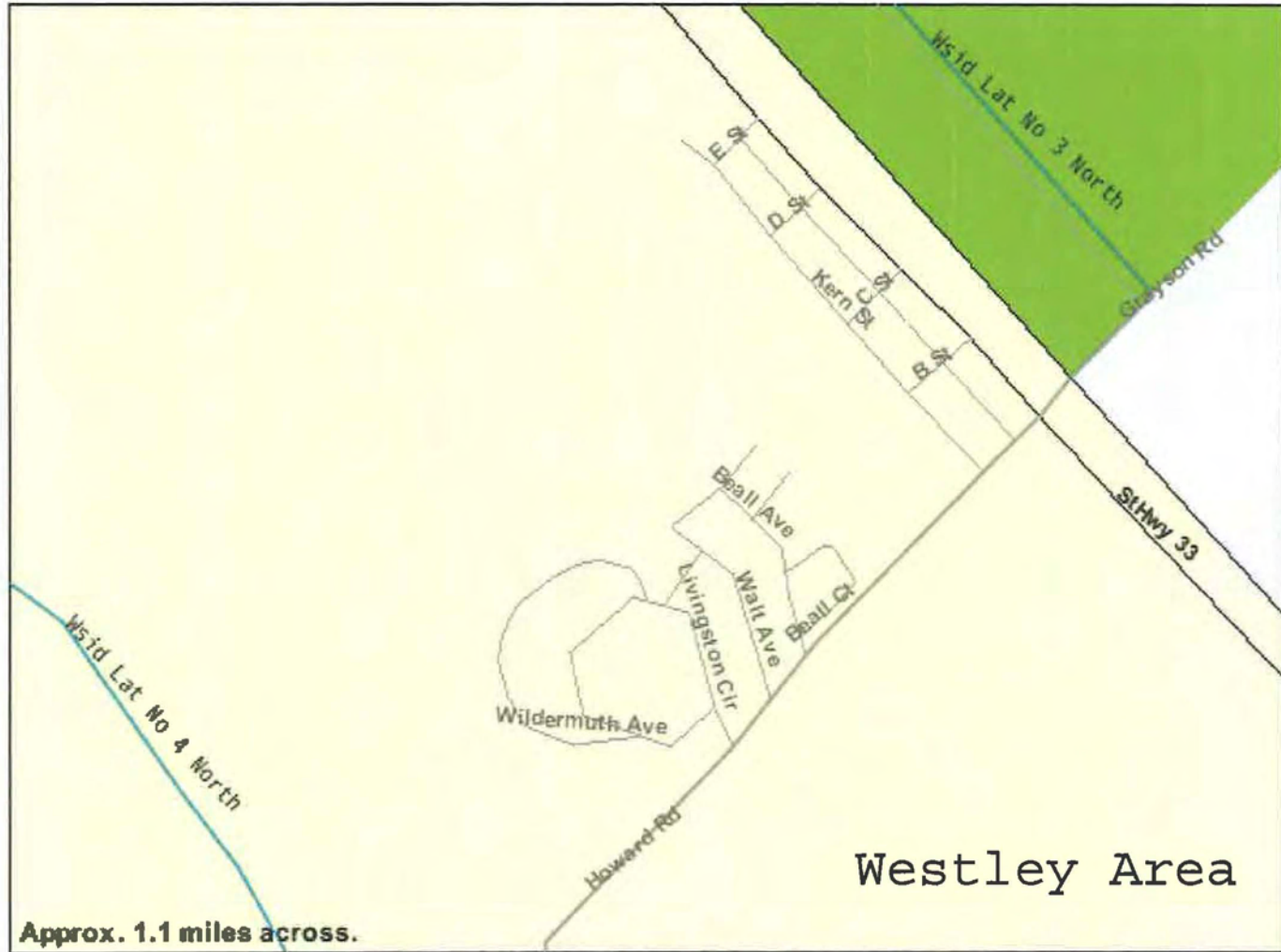
TM-P063. Median Household Income in 1999: 2000  
 Universe: Households  
 Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data  
 Westley CDP, California by Block Group

**Data Classes**

- Dollars
- 25547 - 25547
  - 48065 - 48065

**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  
 West Modesto CDP, California by Block Group

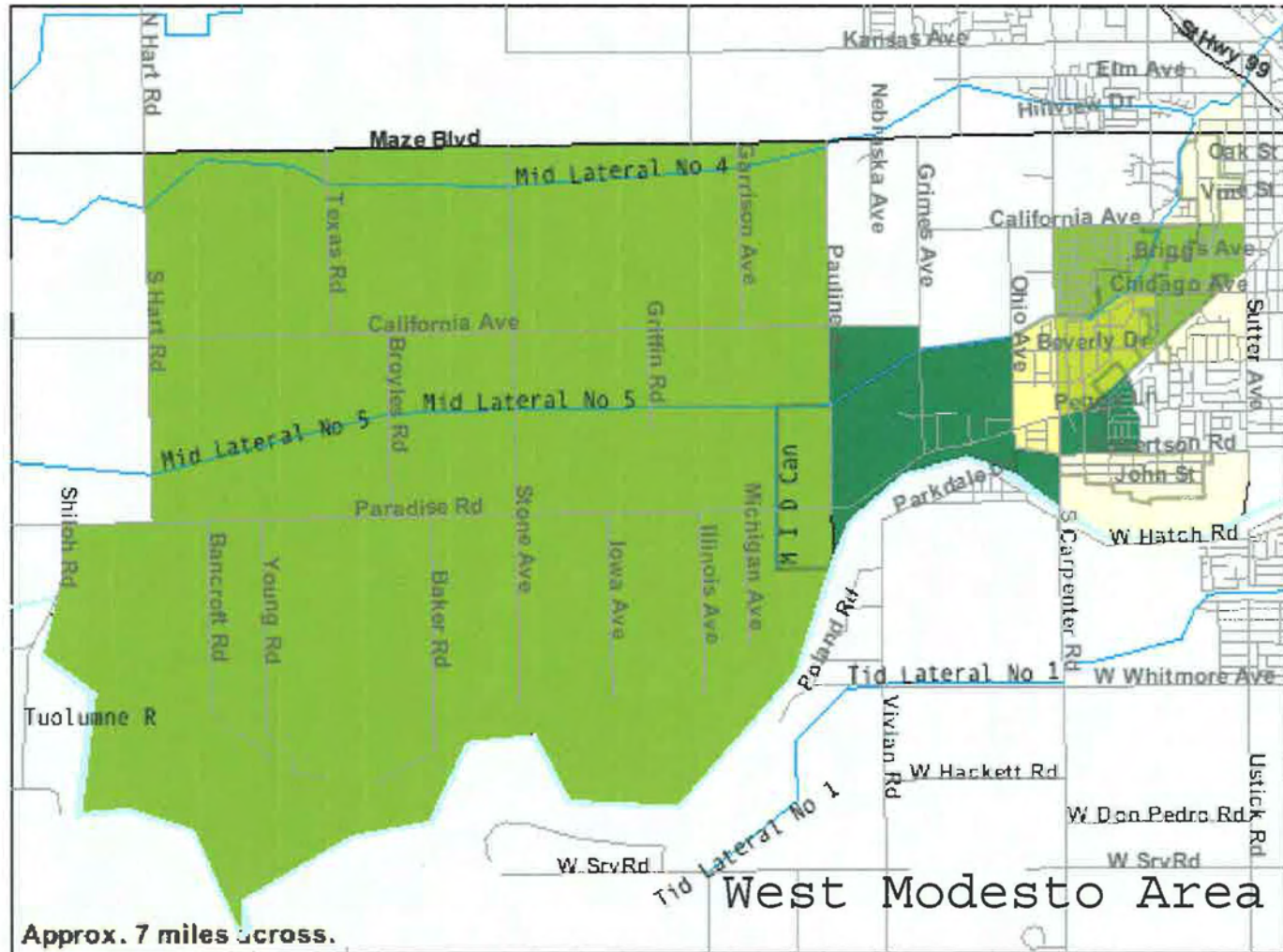
**Data Classes**

Dollars

25450 - 25625
27647 - 27647
33929 - 33929
35042 - 35875
41250 - 43375

**Features**

-  Major Road
-  Street
-  Stream/Waterbody
-  Stream/Waterbody



## Fiscal Year 2013-2014 CDBG Project Summary

### Urban County Projects

#	Project Name	Amount	Matrix Code	CDBG Citation	Beneficiary Type	LMA/ LMC	Census Tract	%LM
<b>STANISLAUS COUNTY</b>								
1	CDBG Program Administration	\$ 268,055	21A	570.206				
2	Stanislaus County Infrastructure Projects	\$ 462,458	03J	570.201(c)	01 People (General)	LMA	20.02 BG 2	59.8%
3	Fair Housing Program	\$ 25,000	05J	570.201(e)	01 People (General)	N/A	N/A	N/A
<b>Stanislaus County Project Totals</b>		<b>\$ 755,513</b>						
<b>CITY OF CERES</b>								
1	CDBG Program Administration	\$ 11,876	21A	570.206				
2	Caswell Tract/Sequia Village (2012-2013 InfillProject)	\$ 185,070	03	570.201(c)	01 People (General)	LMA	26.02 BG 18	61.9%
<b>City of Ceres Totals</b>		<b>\$ 196,946</b>						
<b>CITY OF HUGHSON</b>								
1	CDBG Program Administration	\$ 11,876	21A	570.206				
2	5th Street Infrastructure Project	\$ 92,564	03	570.201(c)	01 People (General)	LMA	29.02 B.G.3	53.5%
<b>City of Hughson Project Totals</b>		<b>\$ 104,440</b>						
<b>CITY OF NEWMAN</b>								
1	CDBG Program Administration	\$ 11,876	21A	570.206				
2	Tulare Street Infrastructure Project	\$ 85,116	03	570.201(c)	01 People (General)	LMA	35.00 BG 3	53.1%
3	Water Line Infrastructure Project	\$ 20,000	03	570.201(c)	01 People (General)	LMA	35.00 BG 3	53.1%
<b>City of Newman Project Totals</b>		<b>\$ 116,992</b>						
<b>CITY OF OAKDALE</b>								
1	CDBG Program Administration	\$ 11,876	21A	570.206				
2	Davitt Avenue Infrastructure Project Phase II	\$ 115,982	03	570.201(c)	01 People (General)	LMA	2.02 BG 1	62.3%
<b>City of Oakdale Project Totals</b>		<b>\$ 127,858</b>						
<b>CITY OF PATTERSON</b>								
1	CDBG Program Administration	\$ 11,876	21A	570.206				
2	5th Street Infrastructure Project	\$ 104,999	03	570.201(c)	01 People (General)	LMA	32.02 BG 4	62.6%
<b>City of Patterson Project Totals</b>		<b>\$ 116,875</b>						
<b>CITY OF WATERFORD</b>								
1	CDBG Program Administration	\$ 11,876	21A	570.206				
3	La Gallina Avenue Infrastructure Project	\$ 96,399	03	570.201(c)	01 People (General)	LMA		51.0%
<b>City of Waterford Project Totals</b>		<b>\$ 108,275</b>						
<b>Urban County Project Totals</b>		<b>\$ 1,526,899</b>						

### Public Services

#	Project Title	Amount	Matrix Code	Citation	Type	LMA/ LMC	Census Tract	%LM
1	American Red Cross - Emergency Response Shelter	\$ 9,056	05Q	570.201(e)	01 People (General)	LMC	N/A	N/A
2	Court Appointed Special Advocates - Direct Svcs	\$ 9,000	05D	570.201(e)	01 People (General)	LMC	N/A	N/A
3	Center for Human Services - Westside Family RC	\$ 9,943	05Q	570.201(e)	01 People (General)	LMC	N/A	N/A
4	Children's Crisis Center - Oakdale Shelter	\$ 17,000	05N	570.201(e)	2 People (General)	LMC	N/A	N/A
5	Children's Crisis Center - Ceres Infant Respite Shelter	\$ 16,000	05N	570.201(e)	01 People (General)	LMC	N/A	N/A
6	Children's Crisis Center - Ceres Nutrition and Meal Prog	\$ 14,000	05N	570.201(e)	01 People (General)	LMC	N/A	N/A
7	Healthy Aging - Young at Heart Program	\$ 14,000	05A	570.201(e)	01 People (General)	LMC	N/A	N/A
8	Howard Training Center - Senior Meals Program	\$ 16,000	05A	570.201(e)	01 People (General)	LMC	N/A	N/A
9	National Alliance for the Mentally Ill - Connections Peer	\$ 4,384	05B	570.201(e)	01 People (General)	LMC	N/A	N/A
10	Salvation Army Red Shield - Tutoring & Mentoring	\$ 13,472	05D	570.201(e)	2 People (General)	LMC	N/A	N/A
11	Second Harvest - Food 4 Thought Program	\$ 11,000	05W	570.201(e)	01 People (General)	LMC	N/A	N/A
12	USF - Mobile Lunch Program (Hughson)	\$ 14,000	05W	570.201(e)	01 People (General)	LMC	N/A	N/A
13	We Care - Emergency Shelter	\$ 14,000	03T	570.201(e)	01 People (General)	LMC	N/A	N/A
14	Westside Food Pantry - Emergency Food Program	\$ 7,800	05W	570.201(e)	01 People (General)	LMC	N/A	N/A
<b>PUBLIC SERVICES TOTAL</b>		<b>\$ 169,655</b>						
<b>2013-2014 CDBG Project Allocation Total</b>		<b>\$ 1,696,554</b>						

## Fiscal Year 2013-2014 ESG Project Summary

### Emergency Solutions Grant

#	Project Title	Amount	Matrix		Type	LMA/ Census		%LM
			Code	Citation		LMC	Tract	
	ESG Administration	\$ 14,919	HESG		Administration		N/A	N/A
	Homeless Management Information System Internship	\$ 16,958	HESG		Data Collection		N/A	N/A
1	Children's Crisis Center - HPRP Project	\$ 52,800	HESG		Essential Svcs/RR/HP		N/A	N/A
2	CHSS - Homeless Prevention Program	\$ 38,231	HESG		Essential Svcs/RR/HP		N/A	N/A
3	Family Promise - Shelter Services for Homeless Fam.	\$ 17,564	HESG		Essential Svcs/Operat		N/A	N/A
4	Salvation Army - Emergency Shelter	\$ 30,000	HESG		Essential Svcs		N/A	N/A
5	We Care - Emergency Cold Weather Shelter	\$ 13,750	HESG		Essential Svcs/Operat		N/A	N/A
6	We Care - Rapid Re-Housing	\$ 14,710	HESG		RR		N/A	N/A
<b>2013-2014 ESG Project Allocation Total</b>		<b>\$ 198,932</b>						

<b>Application for Federal Assistance SF-424</b>		FY 13/14
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		
* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		
* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>		
* 3. Date Received:		4. Applicant Identifier: B-02-UC-06-0100
5a. Federal Entity Identifier:		* 5b. Federal Award Identifier: N/A
<b>State Use Only:</b>		
6. Date Received by State:		7. State Application Identifier: N/A
<b>8. APPLICANT INFORMATION:</b>		
* a. Legal Name: STANISLAUS COUNTY PLANNING AND COMMUNITY DEVELOPMENT		
* b. Employer/Taxpayer Identification Number (EIN/TIN): XXXXXXXXXXXXXXXXXXXX		* c. Organizational DUNS: XXXXXXXXXX
<b>d. Address:</b>		
* Street1:	1010 10TH STREET, SUITE 3400	
Street2:		
* City:	MODESTO	
County:	STANISLAUS	
* State:	CALIFORNIA	
Province:		
* Country:	UNITED STATES OF AMERICA	
* Zip / Postal Code:	95354	
<b>e. Organizational Unit:</b>		
Department Name: PLANNING AND COMMUNITY DEVELOPMENT		Division Name: CDBG / ESG
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
Prefix:	Mrs.	* First Name: ANGELA
Middle Name:		
* Last Name:	FREITAS	
Suffix:		
Title:	DIRECTOR	
Organizational Affiliation: STAFF		
* Telephone Number:	(209) 525-6330	Fax Number: (209) 525-5911
* Email:	ANGELA@stancoy.com	

ATTACHMENT 2

<b>Application for Federal Assistance SF-424</b>	
<b>9. Type of Applicant 1: Select Applicant Type:</b>	
C. County	
Type of Applicant 2: Select Applicant Type:	
Type of Applicant 3: Select Applicant Type:	
* Other (specify):	
<b>* 10. Name of Federal Agency:</b>	
HOUSING AND URBAN DEVELOPMENT	
<b>11. Catalog of Federal Domestic Assistance Number:</b>	
XXX	XXXXXXXXXX
CFDA Title:	
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM	
<b>* 12. Funding Opportunity Number:</b>	
14-228	
* Title:	
ENTITLEMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM	
<b>13. Competition Identification Number:</b>	
Title:	
<b>14. Areas Affected by Project (Cities, Counties, States, etc.):</b>	
Stanislaus County Unincorporated areas, and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford	
<b>* 15. Descriptive Title of Applicant's Project:</b>	
Stanislaus County Annual Action Plan FY 2013-2014 that includes CDBG and ESG funded programs / projects including Public Service, Fair Housing, Economic Development, Infrastructure, and related Administrative activities.	
Attach supporting documents as specified in agency instructions.	
<input type="button" value="Add Attachments"/> <input type="button" value="Delete Attachments"/> <input type="button" value="View Attachments"/>	

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**  
 \* a. Applicant: CA-018, CA-017, CA-02      \* b. Program/Project: CDBG

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

**17. Proposed Project:**  
 \* a. Start Date: 07/01/2013      \* b. End Date: 06/30/2014

**18. Estimated Funding (\$):**

* a. Federal	
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**  
 a. This application was made available to the State under the Executive Order 12372 Process for review on .  
 b. Program is subject to E.O. 12372 but has not been selected by the State for review.  
 c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**  
 Yes       No     

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

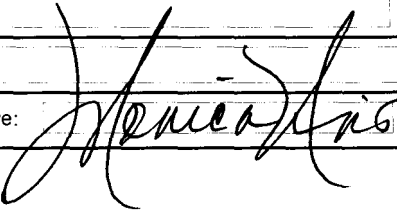
**Authorized Representative:**

Prefix: Ms.      \* First Name: MONICA  
 Middle Name:   
 \* Last Name: NINO  
 Suffix:

\* Title: CHIEF EXECUTIVE OFFICER

\* Telephone Number: (209) 525-6333      Fax Number: (209) 544-6226

\* Email: NINOM@stancounty.com

\* Signature of Authorized Representative:  \* Date Signed: 4/18/13

## COOPERATION AGREEMENT

THIS AGREEMENT, entered into this 28<sup>th</sup> day of MAY, 2013, by and between the CITY OF CERES, hereinafter referred to as "City" and COUNTY OF STANISLAUS, hereinafter referred to as "County."

WITNESSETH

WHEREAS, CITY OF CERES is a duly constituted municipal corporation under the laws of the State of California, and is empowered thereby to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, COUNTY OF STANISLAUS is a duly constituted subdivision of the State of California, and is also empowered by State law to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, California Government Code Section 6502 authorizes two or more public agencies to jointly exercise any power common to both; and

WHEREAS, it is mutually desired by the parties hereto to enter into a Cooperation Agreement, in accord with the Housing and Community Development Act of 1974, as amended, and applicable Federal rules and regulations adopted pursuant thereto; whereby the parties shall jointly undertake community development and housing assistance activities, including those funded by the Community Development Block Grant Entitlement Program (CDBG) and the HOME Investment Partnerships Program (HOME).

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The parties hereto agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, pursuant to the Housing and Community Development Act of 1974, as amended, hereafter, HCDA and the HOME INVESTMENT Partnerships Act, as amended. This agreement shall become effective October 1, 2014, and be in effect until terminated, but termination may not occur before September 30, 2017. This agreement shall remain in effect until the Community Development Block Grant and HOME Investment Partnerships Program funds received for federal fiscal years 2014, 2015, and 2016 and any related program income received with respect to these activities are completed.
2. Upon certification of Stanislaus County, and all of the participating incorporated cities, as an "Urban County" for federal fiscal years 2014, 2015, and 2016, under



the HCDA and applicable rules and regulations adopted pursuant thereto, a Policy Committee shall be formed consisting of one (1) representative designated by the Board of Supervisors and one (1) representative from each participating city. Each Committee representative shall have equal voting rights. The Policy Committee shall receive from the Technical Committee made up of one staff person from each participating jurisdiction, a proposed budget, and any other documentation required by the U.S. Department of Housing and Urban Development (HUD) for the CDBG Program and the HOME Investment Partnerships Program. Documentation shall include, but not limited to, a list of specific projects to be undertaken and priorities for implementation for the housing and community development projects. In preparing its proposed plans, project priorities, proposed budget, and other documentation, the Technical Committee shall disseminate complete information to citizens of Stanislaus County concerning community development and housing needs; and shall provide citizens with an opportunity to participate in the development of programs and priorities. Upon completion of the Policy Committee's deliberations, the proposed budget and other relevant documentation shall be submitted to the Stanislaus County Board of Supervisors for approval.

3.
  - a. After deduction of administrative expenses, which shall not to exceed 20%, all of the net CDBG monies shall be sub-allocated to the participating jurisdictions according to the general distribution formula established by HUD which is based on the latest available countywide data on population, the extent of poverty, and the extent of housing overcrowding. However, a different distribution is hereby expressly authorized if and when necessary to comply with Title I of the HCDA. If any project submitted by County as a portion of the CDBG documentation is found to ineligible by HUD, the proposed project shall not be funded. In such an event, the County, acting in concert with the Technical Committee may submit an alternative priority project which is within the original cost and in line with the stated needs and objectives of County, provided such a re-submission conforms with the rules and regulations of the HCDA.
  - b. After deduction of administrative expenses, all of the net HOME Investment Partnerships Program monies allocated annually to the County of Stanislaus as an "urban county" under the HCDA, shall be allocated for housing purposes on a countywide basis. Distributions will be consistent with HUD guidelines and the evaluation criteria developed by participating cities and the county.
4. City may terminate its participation in this Cooperation Agreement and membership on the Committees by a single majority vote of its governing body. Such termination shall take effect only at the end of the federal three-year urban county qualification period in which the action is taken. The next such qualification period will end September 30, 2016. Subsequent urban county qualification periods will end September 30 on every third year following that date. However, City may void this Cooperation Agreement by written notice

received by the Director of the Stanislaus County Planning and Community Development Department, 1010 10<sup>th</sup> Street, Suite 3400, Modesto, California 95354, prior to the completion of urban county qualification process for federal fiscal years 2014, 2015 and 2016, if City is advised by HUD that City is eligible to be designated as a metropolitan city entitled to CDBG formula funding and City elects to accept designation as a metropolitan city. If this Cooperation Agreement is not voided by City prior to September 10, 2013 (or later date if approved in writing by HUD) under the circumstances listed in the previous sentence, City must remain a part of the urban county for the entire three-year urban county qualification period.

5. Public housing that requires voter approval shall not be approved until it receives approval of the voters.
6. Under this Agreement, the County shall be the primary general-purpose local governmental unit pursuant to the HCDA. The County shall apply for grants, administer all funds received, and undertake or assist in undertaking essential community development and housing assistance activities. Based on recommendations made by the Policy Committee, the County shall have the authority to carry out activities which will be funded from annual CDBG's and from HOME Investment Partnerships Program funds received for federal fiscal years 2014, 2015, and 2016 and any related program income generated. Records shall be kept by County in accordance with approved accounting procedures, and said records shall be available for public inspection at all times.
7. County and all participating cities shall take all actions necessary to assure compliance with the urban county's certification required by Section 104 (b) of Title I of the HCDA, including the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the HCD, as amended. Use of urban county funds for activities, in or in support of, any participating city that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification shall be prohibited. Pursuant to 24 CFR 570.501(b), City is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement described in 24 CFR 570.503.
8. City shall report to County any income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose. In the case of HOME Investment Partnerships Program funds, the City shall report program income to the entity responsible for HOME fund administration and it shall be the responsibility of that entity to report to HUD on the use of program income.

such non-violent civil rights demonstrations within its jurisdiction. The phrase "cooperating unit of general local government" has the same meaning in this Cooperation Agreement as it does in HUD Notice #CPD 07-03.

13. a. Each Party mutually agrees, pursuant to Government Code §894.5, to indemnify, hold harmless, and defend the other Party, its County Board of Supervisors, City Councils, boards and commissions, officers, agents, employees, and volunteers (collectively, the "indemnified Parties") in an amount equal to its proportionate share of liability on a comparative fault basis. This indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost or expense that arises out of, or is any way related to, the performance of services pursuant to this Agreement. This indemnity obligation extends, without limitation, to any injury, death, loss, or damage which occurs in the performance of the Agreement and that is sustained by a third party, agent, or contractor of a Party. Each Party executing this Agreement certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement, and it shall continue to maintain such funds throughout the Term of this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to require any Party to indemnify any other Party from any Claim arising from the sole negligence or willful misconduct of another Party. Nothing in this section shall be construed as authorizing an award of attorney fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all Claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided.
- b. At its sole discretion, the indemnified Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the indemnitor of any obligation imposed by this Agreement. The Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense. The Parties agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of each Party. In such cases, the Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault. The provisions of this section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF STANISLAUS

By: *Vito Chiesa*  
Vito Chiesa  
Chairman of the Board of Supervisors

CITY OF CERES

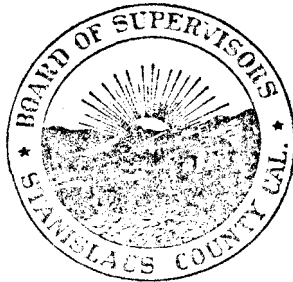
By: *Art De Werk*  
Chief Art De Werk  
Acting City Manager

ATTEST:

*Elizabeth King*  
Elizabeth King  
Assistant Clerk of the Board

ATTEST:

*Cindy Heidorn*  
Cindy Heidorn  
City Clerk



APPROVED AS TO FORM:

*Mike Lyons*  
Mike Lyons  
City Attorney

Terms and provisions of this agreement are fully authorized under State and local law. This cooperation agreement provides full legal authority for Stanislaus County

*Thomas E. Boze*  
Thomas E. Boze  
Deputy County Counsel

## COOPERATION AGREEMENT

THIS AGREEMENT, entered into this 28<sup>th</sup> day of May, 2013, by and between the CITY OF HUGHSON, hereinafter referred to as "City" and COUNTY OF STANISLAUS, hereinafter referred to as "County."

WITNESSETH

WHEREAS, CITY OF HUGHSON is a duly constituted municipal corporation under the laws of the State of California, and is empowered thereby to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, COUNTY OF STANISLAUS is a duly constituted subdivision of the State of California, and is also empowered by State law to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, California Government Code Section 6502 authorizes two or more public agencies to jointly exercise any power common to both; and

WHEREAS, it is mutually desired by the parties hereto to enter into a Cooperation Agreement, in accord with the Housing and Community Development Act of 1974, as amended, and applicable Federal rules and regulations adopted pursuant thereto; whereby the parties shall jointly undertake community development and housing assistance activities, including those funded by the Community Development Block Grant Entitlement Program (CDBG) and the HOME Investment Partnerships Program (HOME).

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The parties hereto agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, pursuant to the Housing and Community Development Act of 1974, as amended, hereafter, HCDA and the HOME INVESTMENT Partnerships Act, as amended. This agreement shall become effective October 1, 2014, and be in effect until terminated, but termination may not occur before September 30, 2017. This agreement shall remain in effect until the Community Development Block Grant and HOME Investment Partnerships Program funds received for federal fiscal years 2014, 2015, and 2016 and any related program income received with respect to these activities are completed.
2. Upon certification of Stanislaus County, and all of the participating incorporated cities, as an "Urban County" for federal fiscal years 2014, 2015, and 2016, under

the HCDA and applicable rules and regulations adopted pursuant thereto, a Policy Committee shall be formed consisting of one (1) representative designated by the Board of Supervisors and one (1) representative from each participating city. Each Committee representative shall have equal voting rights. The Policy Committee shall receive from the Technical Committee made up of one staff person from each participating jurisdiction, a proposed budget, and any other documentation required by the U.S. Department of Housing and Urban Development (HUD) for the CDBG Program and the HOME Investment Partnerships Program. Documentation shall include, but not limited to, a list of specific projects to be undertaken and priorities for implementation for the housing and community development projects. In preparing its proposed plans, project priorities, proposed budget, and other documentation, the Technical Committee shall disseminate complete information to citizens of Stanislaus County concerning community development and housing needs; and shall provide citizens with an opportunity to participate in the development of programs and priorities. Upon completion of the Policy Committee's deliberations, the proposed budget and other relevant documentation shall be submitted to the Stanislaus County Board of Supervisors for approval.

3.
  - a. After deduction of administrative expenses, which shall not to exceed 20%, all of the net CDBG monies shall be sub-allocated to the participating jurisdictions according to the general distribution formula established by HUD which is based on the latest available countywide data on population, the extent of poverty, and the extent of housing overcrowding. However, a different distribution is hereby expressly authorized if and when necessary to comply with Title I of the HCDA. If any project submitted by County as a portion of the CDBG documentation is found to ineligible by HUD, the proposed project shall not be funded. In such an event, the County, acting in concert with the Technical Committee may submit an alternative priority project which is within the original cost and in line with the stated needs and objectives of County, provided such a re-submission conforms with the rules and regulations of the HCDA.
  - b. After deduction of administrative expenses, all of the net HOME Investment Partnerships Program monies allocated annually to the County of Stanislaus as an "urban county" under the HCDA, shall be allocated for housing purposes on a countywide basis. Distributions will be consistent with HUD guidelines and the evaluation criteria developed by participating cities and the county.
4. City may terminate its participation in this Cooperation Agreement and membership on the Committees by a single majority vote of its governing body. Such termination shall take effect only at the end of the federal three-year urban county qualification period in which the action is taken. The next such qualification period will end September 30, 2016. Subsequent urban county qualification periods will end September 30 on every third year following that date. However, City may void this Cooperation Agreement by written notice

received by the Director of the Stanislaus County Planning and Community Development Department, 1010 10<sup>th</sup> Street, Suite 3400, Modesto, California 95354, prior to the completion of urban county qualification process for federal fiscal years 2014, 2015 and 2016, if City is advised by HUD that City is eligible to be designated as a metropolitan city entitled to CDBG formula funding and City elects to accept designation as a metropolitan city. If this Cooperation Agreement is not voided by City prior to September 10, 2013 (or later date if approved in writing by HUD) under the circumstances listed in the previous sentence, City must remain a part of the urban county for the entire three-year urban county qualification period.

5. Public housing that requires voter approval shall not be approved until it receives approval of the voters.
6. Under this Agreement, the County shall be the primary general-purpose local governmental unit pursuant to the HCDA. The County shall apply for grants, administer all funds received, and undertake or assist in undertaking essential community development and housing assistance activities. Based on recommendations made by the Policy Committee, the County shall have the authority to carry out activities which will be funded from annual CDBG's and from HOME Investment Partnerships Program funds received for federal fiscal years 2014, 2015, and 2016 and any related program income generated. Records shall be kept by County in accordance with approved accounting procedures, and said records shall be available for public inspection at all times.
7. County and all participating cities shall take all actions necessary to assure compliance with the urban county's certification required by Section 104 (b) of Title I of the HCDA, including the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the HCD, as amended. Use of urban county funds for activities, in or in support of, any participating city that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification shall be prohibited. Pursuant to 24 CFR 570.501(b), City is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement described in 24 CFR 570.503.
8. City shall report to County any income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose. In the case of HOME Investment Partnerships Program funds, the City shall report program income to the entity responsible for HOME fund administration and it shall be the responsibility of that entity to report to HUD on the use of program income.

9. The following standards shall apply to real property acquired or improved in whole or in part using CDBG funds that is within the control of a participating City:
  - a. City shall give County timely notification of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition.
  - b. City shall reimburse the allocation account in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of funds other than CDBG or HOME) of property acquired or improved with CDBG funds that is sold or transferred for a use that does not qualify under the CDBG regulations.
  - c. City shall pay to County any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between County and City. Any program income shall be allocated by County for eligible activities in accordance with all CDBG requirements as may then apply.
10. The parties hereto agree that the final responsibility for analyzing needs, setting objectives, developing plans, selecting projects for community development and housing assistance, selecting Community Block Grant and HOME activities, and filing the Consolidated Plan and other required by the HCDA is Stanislaus County Board of Supervisors.
11. By executing this CDBG Program Cooperation Agreement, City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriation for fiscal years during the period in which it participates in the County's Urban County CDBG Program; that it may participate in a HOME Program only through the urban county; and that it may not participate in a HOME consortium with other local governments except through the urban county, regardless of whether the urban county receives a HOME formula allocation.
12. The cooperating unit of general local government has adopted and is enforcing:
  - a. 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
  - b. 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. The phrase "cooperating unit of general local government" has the same meaning in this Cooperation Agreement as it does in HUD Notice #CPD 07-03.

13. a. Each Party mutually agrees, pursuant to Government Code §894.5, to indemnify, hold harmless, and defend the other Party, its County Board of Supervisors, City Councils, boards and commissions, officers, agents, employees, and volunteers (collectively, the "indemnified Parties") in an amount equal to its proportionate share of liability on a comparative fault basis. This indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost or expense that arises out of, or is any way related to, the performance of services pursuant to this Agreement. This indemnity obligation extends, without limitation, to any injury, death, loss, or damage which occurs in the performance of the Agreement and that is sustained by a third party, agent, or contractor of a Party. Each Party executing this Agreement certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement, and it shall continue to maintain such funds throughout the Term of this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to require any Party to indemnify any other Party from any Claim arising from the sole negligence or willful misconduct of another Party. Nothing in this section shall be construed as authorizing an award of attorney fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all Claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided.
- b. At its sole discretion, the indemnified Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the indemnitor of any obligation imposed by this Agreement. The Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense. The Parties agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of each Party. In such cases, the Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault. The provisions of this section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF STANISLAUS

By: Vito Chiesa  
Vito Chiesa  
Chairman of the Board of Supervisors

CITY OF HUGHSON

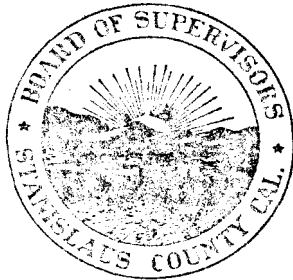
By: Michael Harden  
Michael Harden  
Interim City Manager

ATTEST:

Elizabeth King  
Elizabeth King  
Assistant Clerk of the Board

ATTEST:

Dominique Spriade  
Dominique Spriade  
Deputy City Clerk



APPROVED AS TO FORM:

Daniel J. Schroeder  
Daniel J. Schroeder  
City Attorney

Terms and provisions of this agreement are fully authorized under State and local law. This cooperation agreement provides full legal authority for Stanislaus County.

Thomas E. Boze  
Thomas E. Boze  
Deputy County Counsel

## COOPERATION AGREEMENT

THIS AGREEMENT, entered into this 11<sup>th</sup> day of June, 2013, by and between the CITY OF NEWMAN, hereinafter referred to as "City" and COUNTY OF STANISLAUS, hereinafter referred to as "County."

WITNESSETH

WHEREAS, CITY OF NEWMAN is a duly constituted municipal corporation under the laws of the State of California, and is empowered thereby to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, COUNTY OF STANISLAUS is a duly constituted subdivision of the State of California, and is also empowered by State law to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, California Government Code Section 6502 authorizes two or more public agencies to jointly exercise any power common to both; and

WHEREAS, it is mutually desired by the parties hereto to enter into a Cooperation Agreement, in accord with the Housing and Community Development Act of 1974, as amended, and applicable Federal rules and regulations adopted pursuant thereto; whereby the parties shall jointly undertake community development and housing assistance activities, including those funded by the Community Development Block Grant Entitlement Program (CDBG) and the HOME Investment Partnerships Program (HOME).

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The parties hereto agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, pursuant to the Housing and Community Development Act of 1974, as amended, hereafter, HCDA and the HOME INVESTMENT Partnerships Act, as amended. This agreement shall become effective October 1, 2014, and be in effect until terminated, but termination may not occur before September 30, 2017. This agreement shall remain in effect until the Community Development Block Grant and HOME Investment Partnerships Program funds received for federal fiscal years 2014, 2015, and 2016 and any related program income received with respect to these activities are completed.
2. Upon certification of Stanislaus County, and all of the participating incorporated cities, as an "Urban County" for federal fiscal years 2014, 2015, and 2016, under

the HCDA and applicable rules and regulations adopted pursuant thereto, a Policy Committee shall be formed consisting of one (1) representative designated by the Board of Supervisors and one (1) representative from each participating city. Each Committee representative shall have equal voting rights. The Policy Committee shall receive from the Technical Committee made up of one staff person from each participating jurisdiction, a proposed budget, and any other documentation required by the U.S. Department of Housing and Urban Development (HUD) for the CDBG Program and the HOME Investment Partnerships Program. Documentation shall include, but not limited to, a list of specific projects to be undertaken and priorities for implementation for the housing and community development projects. In preparing its proposed plans, project priorities, proposed budget, and other documentation, the Technical Committee shall disseminate complete information to citizens of Stanislaus County concerning community development and housing needs; and shall provide citizens with an opportunity to participate in the development of programs and priorities. Upon completion of the Policy Committee's deliberations, the proposed budget and other relevant documentation shall be submitted to the Stanislaus County Board of Supervisors for approval.

3. a. After deduction of administrative expenses, which shall not to exceed 20%, all of the net CDBG monies shall be sub-allocated to the participating jurisdictions according to the general distribution formula established by HUD which is based on the latest available countywide data on population, the extent of poverty, and the extent of housing overcrowding. However, a different distribution is hereby expressly authorized if and when necessary to comply with Title I of the HCDA. If any project submitted by County as a portion of the CDBG documentation is found to ineligible by HUD, the proposed project shall not be funded. In such an event, the County, acting in concert with the Technical Committee may submit an alternative priority project which is within the original cost and in line with the stated needs and objectives of County, provided such a re-submission conforms with the rules and regulations of the HCDA.
  - b. After deduction of administrative expenses, all of the net HOME Investment Partnerships Program monies allocated annually to the County of Stanislaus as an "urban county" under the HCDA, shall be allocated for housing purposes on a countywide basis. Distributions will be consistent with HUD guidelines and the evaluation criteria developed by participating cities and the county.
4. City may terminate its participation in this Cooperation Agreement and membership on the Committees by a single majority vote of its governing body. Such termination shall take effect only at the end of the federal three-year urban county qualification period in which the action is taken. The next such qualification period will end September 30, 2016. Subsequent urban county qualification periods will end September 30 on every third year following that date. However, City may void this Cooperation Agreement by written notice

received by the Director of the Stanislaus County Planning and Community Development Department, 1010 10<sup>th</sup> Street, Suite 3400, Modesto, California 95354, prior to the completion of urban county qualification process for federal fiscal years 2014, 2015 and 2016, if City is advised by HUD that City is eligible to be designated as a metropolitan city entitled to CDBG formula funding and City elects to accept designation as a metropolitan city. If this Cooperation Agreement is not voided by City prior to September 10, 2013 (or later date if approved in writing by HUD) under the circumstances listed in the previous sentence, City must remain a part of the urban county for the entire three-year urban county qualification period.

5. Public housing that requires voter approval shall not be approved until it receives approval of the voters.
6. Under this Agreement, the County shall be the primary general-purpose local governmental unit pursuant to the HCDA. The County shall apply for grants, administer all funds received, and undertake or assist in undertaking essential community development and housing assistance activities. Based on recommendations made by the Policy Committee, the County shall have the authority to carry out activities which will be funded from annual CDBG's and from HOME Investment Partnerships Program funds received for federal fiscal years 2014, 2015, and 2016 and any related program income generated. Records shall be kept by County in accordance with approved accounting procedures, and said records shall be available for public inspection at all times.
7. County and all participating cities shall take all actions necessary to assure compliance with the urban county's certification required by Section 104 (b) of Title I of the HCDA, including the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the HCD, as amended. Use of urban county funds for activities, in or in support of, any participating city that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification shall be prohibited. Pursuant to 24 CFR 570.501(b), City is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement described in 24 CFR 570.503.
8. City shall report to County any income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose. In the case of HOME Investment Partnerships Program funds, the City shall report program income to the entity responsible for HOME fund administration and it shall be the responsibility of that entity to report to HUD on the use of program income.

9. The following standards shall apply to real property acquired or improved in whole or in part using CDBG funds that is within the control of a participating City:
  - a. City shall give County timely notification of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition.
  - b. City shall reimburse the allocation account in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of funds other than CDBG or HOME) of property acquired or improved with CDBG funds that is sold or transferred for a use that does not qualify under the CDBG regulations.
  - c. City shall pay to County any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between County and City. Any program income shall be allocated by County for eligible activities in accordance with all CDBG requirements as may then apply.
10. The parties hereto agree that the final responsibility for analyzing needs, setting objectives, developing plans, selecting projects for community development and housing assistance, selecting Community Block Grant and HOME activities, and filing the Consolidated Plan and other required by the HCDA is Stanislaus County Board of Supervisors.
11. By executing this CDBG Program Cooperation Agreement, City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriation for fiscal years during the period in which it participates in the County's Urban County CDBG Program; that it may participate in a HOME Program only through the urban county; and that it may not participate in a HOME consortium with other local governments except through the urban county, regardless of whether the urban county receives a HOME formula allocation.
12. The cooperating unit of general local government has adopted and is enforcing:
  - a. 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
  - b. 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. The phrase "cooperating unit of general local government" has the same meaning in this Cooperation Agreement as it does in HUD Notice #CPD 07-03.

13. a. Each Party mutually agrees, pursuant to Government Code §894.5, to indemnify, hold harmless, and defend the other Party, its County Board of Supervisors, City Councils, boards and commissions, officers, agents, employees, and volunteers (collectively, the "indemnified Parties") in an amount equal to its proportionate share of liability on a comparative fault basis. This indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost or expense that arises out of, or is any way related to, the performance of services pursuant to this Agreement. This indemnity obligation extends, without limitation, to any injury, death, loss, or damage which occurs in the performance of the Agreement and that is sustained by a third party, agent, or contractor of a Party. Each Party executing this Agreement certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement, and it shall continue to maintain such funds throughout the Term of this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to require any Party to indemnify any other Party from any Claim arising from the sole negligence or willful misconduct of another Party. Nothing in this section shall be construed as authorizing an award of attorney fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all Claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided.
- b. At its sole discretion, the indemnified Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the indemnitor of any obligation imposed by this Agreement. The Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense. The Parties agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of each Party. In such cases, the Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault. The provisions of this section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF STANISLAUS

By: *Vito Chiesa*  
Vito Chiesa  
Chairman of the Board of Supervisors

CITY OF NEWMAN

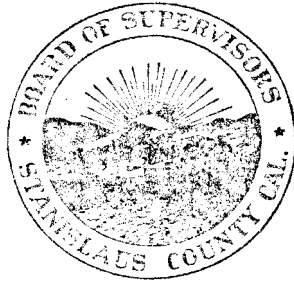
By: *Michael E. Holland*  
Michael E. Holland  
City Manager

ATTEST:

*Elizabeth King*  
Elizabeth King  
Assistant Clerk of the Board

ATTEST:

*Mike Maier*  
Mike Maier  
Deputy City Clerk



APPROVED AS TO FORM:

*Tom Hallinan*  
Tom Hallinan  
City Attorney

Terms and provisions of this agreement are fully authorized under State and local law. This cooperation agreement provides full legal authority for Stanislaus County.

*Thomas E. Boze*  
Thomas E. Boze  
Deputy County Counsel



## COOPERATION AGREEMENT

THIS AGREEMENT, entered into this 30<sup>th</sup> day of May, 2013, by and between the CITY OF OAKDALE, hereinafter referred to as "City" and COUNTY OF STANISLAUS, hereinafter referred to as "County."

WITNESSETH

WHEREAS, CITY OF OAKDALE is a duly constituted municipal corporation under the laws of the State of California, and is empowered thereby to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, COUNTY OF STANISLAUS is a duly constituted subdivision of the State of California, and is also empowered by State law to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, California Government Code Section 6502 authorizes two or more public agencies to jointly exercise any power common to both; and

WHEREAS, it is mutually desired by the parties hereto to enter into a Cooperation Agreement, in accord with the Housing and Community Development Act of 1974, as amended, and applicable Federal rules and regulations adopted pursuant thereto; whereby the parties shall jointly undertake community development and housing assistance activities, including those funded by the Community Development Block Grant Entitlement Program (CDBG) and the HOME Investment Partnerships Program (HOME).

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The parties hereto agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, pursuant to the Housing and Community Development Act of 1974, as amended, hereafter, HCDA and the HOME INVESTMENT Partnerships Act, as amended. This agreement shall become effective October 1, 2014, and be in effect until terminated, but termination may not occur before September 30, 2017. This agreement shall remain in effect until the Community Development Block Grant and HOME Investment Partnerships Program funds received for federal fiscal years 2014, 2015, and 2016 and any related program income received with respect to these activities are completed.
2. Upon certification of Stanislaus County, and all of the participating incorporated cities, as an "Urban County" for federal fiscal years 2014, 2015, and 2016, under

the HCDA and applicable rules and regulations adopted pursuant thereto, a Policy Committee shall be formed consisting of one (1) representative designated by the Board of Supervisors and one (1) representative from each participating city. Each Committee representative shall have equal voting rights. The Policy Committee shall receive from the Technical Committee made up of one staff person from each participating jurisdiction, a proposed budget, and any other documentation required by the U.S. Department of Housing and Urban Development (HUD) for the CDBG Program and the HOME Investment Partnerships Program. Documentation shall include, but not limited to, a list of specific projects to be undertaken and priorities for implementation for the housing and community development projects. In preparing its proposed plans, project priorities, proposed budget, and other documentation, the Technical Committee shall disseminate complete information to citizens of Stanislaus County concerning community development and housing needs; and shall provide citizens with an opportunity to participate in the development of programs and priorities. Upon completion of the Policy Committee's deliberations, the proposed budget and other relevant documentation shall be submitted to the Stanislaus County Board of Supervisors for approval.

3.
  - a. After deduction of administrative expenses, which shall not to exceed 20%, all of the net CDBG monies shall be sub-allocated to the participating jurisdictions according to the general distribution formula established by HUD which is based on the latest available countywide data on population, the extent of poverty, and the extent of housing overcrowding. However, a different distribution is hereby expressly authorized if and when necessary to comply with Title I of the HCDA. If any project submitted by County as a portion of the CDBG documentation is found to ineligible by HUD, the proposed project shall not be funded. In such an event, the County, acting in concert with the Technical Committee may submit an alternative priority project which is within the original cost and in line with the stated needs and objectives of County, provided such a re-submission conforms with the rules and regulations of the HCDA.
  - b. After deduction of administrative expenses, all of the net HOME Investment Partnerships Program monies allocated annually to the County of Stanislaus as an "urban county" under the HCDA, shall be allocated for housing purposes on a countywide basis. Distributions will be consistent with HUD guidelines and the evaluation criteria developed by participating cities and the county.
4. City may terminate its participation in this Cooperation Agreement and membership on the Committees by a single majority vote of its governing body. Such termination shall take effect only at the end of the federal three-year urban county qualification period in which the action is taken. The next such qualification period will end September 30, 2016. Subsequent urban county qualification periods will end September 30 on every third year following that date. However, City may void this Cooperation Agreement by written notice

received by the Director of the Stanislaus County Planning and Community Development Department, 1010 10<sup>th</sup> Street, Suite 3400, Modesto, California 95354, prior to the completion of urban county qualification process for federal fiscal years 2014, 2015 and 2016, if City is advised by HUD that City is eligible to be designated as a metropolitan city entitled to CDBG formula funding and City elects to accept designation as a metropolitan city. If this Cooperation Agreement is not voided by City prior to September 10, 2013 (or later date if approved in writing by HUD) under the circumstances listed in the previous sentence, City must remain a part of the urban county for the entire three-year urban county qualification period.

5. Public housing that requires voter approval shall not be approved until it receives approval of the voters.
6. Under this Agreement, the County shall be the primary general-purpose local governmental unit pursuant to the HCDA. The County shall apply for grants, administer all funds received, and undertake or assist in undertaking essential community development and housing assistance activities. Based on recommendations made by the Policy Committee, the County shall have the authority to carry out activities which will be funded from annual CDBG's and from HOME Investment Partnerships Program funds received for federal fiscal years 2014, 2015, and 2016 and any related program income generated. Records shall be kept by County in accordance with approved accounting procedures, and said records shall be available for public inspection at all times.
7. County and all participating cities shall take all actions necessary to assure compliance with the urban county's certification required by Section 104 (b) of Title I of the HCDA, including the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the HCD, as amended. Use of urban county funds for activities, in or in support of, any participating city that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification shall be prohibited. Pursuant to 24 CFR 570.501(b), City is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement described in 24 CFR 570.503.
8. City shall report to County any income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose. In the case of HOME Investment Partnerships Program funds, the City shall report program income to the entity responsible for HOME fund administration and it shall be the responsibility of that entity to report to HUD on the use of program income.

9. The following standards shall apply to real property acquired or improved in whole or in part using CDBG funds that is within the control of a participating City:
  - a. City shall give County timely notification of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition.
  - b. City shall reimburse the allocation account in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of funds other than CDBG or HOME) of property acquired or improved with CDBG funds that is sold or transferred for a use that does not qualify under the CDBG regulations.
  - c. City shall pay to County any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between County and City. Any program income shall be allocated by County for eligible activities in accordance with all CDBG requirements as may then apply.
10. The parties hereto agree that the final responsibility for analyzing needs, setting objectives, developing plans, selecting projects for community development and housing assistance, selecting Community Block Grant and HOME activities, and filing the Consolidated Plan and other required by the HCDA is Stanislaus County Board of Supervisors.
11. By executing this CDBG Program Cooperation Agreement, City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriation for fiscal years during the period in which it participates in the County's Urban County CDBG Program; that it may participate in a HOME Program only through the urban county; and that it may not participate in a HOME consortium with other local governments except through the urban county, regardless of whether the urban county receives a HOME formula allocation.
12. The cooperating unit of general local government has adopted and is enforcing:
  - a. 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
  - b. 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. The phrase "cooperating unit of general local government" has the same meaning in this Cooperation Agreement as it does in HUD Notice #CPD 07-03.

13. a. Each Party mutually agrees, pursuant to Government Code §894.5, to indemnify, hold harmless, and defend the other Party, its County Board of Supervisors, City Councils, boards and commissions, officers, agents, employees, and volunteers (collectively, the "indemnified Parties") in an amount equal to its proportionate share of liability on a comparative fault basis. This indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost or expense that arises out of, or is any way related to, the performance of services pursuant to this Agreement. This indemnity obligation extends, without limitation, to any injury, death, loss, or damage which occurs in the performance of the Agreement and that is sustained by a third party, agent, or contractor of a Party. Each Party executing this Agreement certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement, and it shall continue to maintain such funds throughout the Term of this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to require any Party to indemnify any other Party from any Claim arising from the sole negligence or willful misconduct of another Party. Nothing in this section shall be construed as authorizing an award of attorney fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all Claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided.
- b. At its sole discretion, the indemnified Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the indemnitor of any obligation imposed by this Agreement. The Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense. The Parties agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of each Party. In such cases, the Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault. The provisions of this section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF STANISLAUS

By: *Vito Chiesa*  
Vito Chiesa  
Chairman of the Board of Supervisors

CITY OF OAKDALE

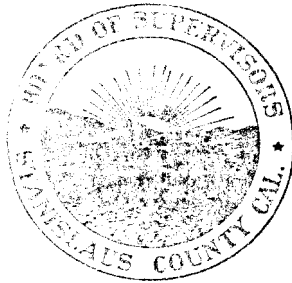
By: *Bryan Whitemyer*  
Bryan Whitemyer  
City Manager

ATTEST:

*Elizabeth King*  
Elizabeth King  
Assistant Clerk of the Board

ATTEST:

*Kathy Teixeira*  
Kathy Teixeira  
City Clerk



APPROVED AS TO FORM:

*Tom Hallinan*  
Tom Hallinan  
City Attorney

Terms and provisions of this agreement are fully authorized under State and local law. This cooperation agreement provides full legal authority for Stanislaus County.

*Thomas E. Boze*  
Thomas E. Boze  
Deputy County Counsel

## COOPERATION AGREEMENT

THIS AGREEMENT, entered into this 4<sup>th</sup> day of June, 2013, by and between the CITY OF PATTERSON, hereinafter referred to as "City" and COUNTY OF STANISLAUS, hereinafter referred to as "County."

WITNESSETH

WHEREAS, CITY OF PATTERSON is a duly constituted municipal corporation under the laws of the State of California, and is empowered thereby to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, COUNTY OF STANISLAUS is a duly constituted subdivision of the State of California, and is also empowered by State law to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, California Government Code Section 6502 authorizes two or more public agencies to jointly exercise any power common to both; and

WHEREAS, it is mutually desired by the parties hereto to enter into a Cooperation Agreement, in accord with the Housing and Community Development Act of 1974, as amended, and applicable Federal rules and regulations adopted pursuant thereto; whereby the parties shall jointly undertake community development and housing assistance activities, including those funded by the Community Development Block Grant Entitlement Program (CDBG) and the HOME Investment Partnerships Program (HOME).

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The parties hereto agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, pursuant to the Housing and Community Development Act of 1974, as amended, hereafter, HCDA and the HOME INVESTMENT Partnerships Act, as amended. This agreement shall become effective October 1, 2014, and be in effect until terminated, but termination may not occur before September 30, 2017. This agreement shall remain in effect until the Community Development Block Grant and HOME Investment Partnerships Program funds received for federal fiscal years 2014, 2015, and 2016 and any related program income received with respect to these activities are completed.
2. Upon certification of Stanislaus County, and all of the participating incorporated cities, as an "Urban County" for federal fiscal years 2014, 2015, and 2016, under

the HCDA and applicable rules and regulations adopted pursuant thereto, a Policy Committee shall be formed consisting of one (1) representative designated by the Board of Supervisors and one (1) representative from each participating city. Each Committee representative shall have equal voting rights. The Policy Committee shall receive from the Technical Committee made up of one staff person from each participating jurisdiction, a proposed budget, and any other documentation required by the U.S. Department of Housing and Urban Development (HUD) for the CDBG Program and the HOME Investment Partnerships Program. Documentation shall include, but not limited to, a list of specific projects to be undertaken and priorities for implementation for the housing and community development projects. In preparing its proposed plans, project priorities, proposed budget, and other documentation, the Technical Committee shall disseminate complete information to citizens of Stanislaus County concerning community development and housing needs; and shall provide citizens with an opportunity to participate in the development of programs and priorities. Upon completion of the Policy Committee's deliberations, the proposed budget and other relevant documentation shall be submitted to the Stanislaus County Board of Supervisors for approval.

3.
  - a. After deduction of administrative expenses, which shall not to exceed 20%, all of the net CDBG monies shall be sub-allocated to the participating jurisdictions according to the general distribution formula established by HUD which is based on the latest available countywide data on population, the extent of poverty, and the extent of housing overcrowding. However, a different distribution is hereby expressly authorized if and when necessary to comply with Title I of the HCDA. If any project submitted by County as a portion of the CDBG documentation is found to ineligible by HUD, the proposed project shall not be funded. In such an event, the County, acting in concert with the Technical Committee may submit an alternative priority project which is within the original cost and in line with the stated needs and objectives of County, provided such a re-submission conforms with the rules and regulations of the HCDA.
  - b. After deduction of administrative expenses, all of the net HOME Investment Partnerships Program monies allocated annually to the County of Stanislaus as an "urban county" under the HCDA, shall be allocated for housing purposes on a countywide basis. Distributions will be consistent with HUD guidelines and the evaluation criteria developed by participating cities and the county.
4. City may terminate its participation in this Cooperation Agreement and membership on the Committees by a single majority vote of its governing body. Such termination shall take effect only at the end of the federal three-year urban county qualification period in which the action is taken. The next such qualification period will end September 30, 2016. Subsequent urban county qualification periods will end September 30 on every third year following that date. However, City may void this Cooperation Agreement by written notice



received by the Director of the Stanislaus County Planning and Community Development Department, 1010 10<sup>th</sup> Street, Suite 3400, Modesto, California 95354, prior to the completion of urban county qualification process for federal fiscal years 2014, 2015 and 2016, if City is advised by HUD that City is eligible to be designated as a metropolitan city entitled to CDBG formula funding and City elects to accept designation as a metropolitan city. If this Cooperation Agreement is not voided by City prior to September 10, 2013 (or later date if approved in writing by HUD) under the circumstances listed in the previous sentence, City must remain a part of the urban county for the entire three-year urban county qualification period.

5. Public housing that requires voter approval shall not be approved until it receives approval of the voters.
6. Under this Agreement, the County shall be the primary general-purpose local governmental unit pursuant to the HCDA. The County shall apply for grants, administer all funds received, and undertake or assist in undertaking essential community development and housing assistance activities. Based on recommendations made by the Policy Committee, the County shall have the authority to carry out activities which will be funded from annual CDBG's and from HOME Investment Partnerships Program funds received for federal fiscal years 2014, 2015, and 2016 and any related program income generated. Records shall be kept by County in accordance with approved accounting procedures, and said records shall be available for public inspection at all times.
7. County and all participating cities shall take all actions necessary to assure compliance with the urban county's certification required by Section 104 (b) of Title I of the HCDA, including the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the HCD, as amended. Use of urban county funds for activities, in or in support of, any participating city that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification shall be prohibited. Pursuant to 24 CFR 570.501(b), City is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement described in 24 CFR 570.503.
8. City shall report to County any income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose. In the case of HOME Investment Partnerships Program funds, the City shall report program income to the entity responsible for HOME fund administration and it shall be the responsibility of that entity to report to HUD on the use of program income.

9. The following standards shall apply to real property acquired or improved in whole or in part using CDBG funds that is within the control of a participating City:
  - a. City shall give County timely notification of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition.
  - b. City shall reimburse the allocation account in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of funds other than CDBG or HOME) of property acquired or improved with CDBG funds that is sold or transferred for a use that does not qualify under the CDBG regulations.
  - c. City shall pay to County any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between County and City. Any program income shall be allocated by County for eligible activities in accordance with all CDBG requirements as may then apply.
10. The parties hereto agree that the final responsibility for analyzing needs, setting objectives, developing plans, selecting projects for community development and housing assistance, selecting Community Block Grant and HOME activities, and filing the Consolidated Plan and other required by the HCDA is Stanislaus County Board of Supervisors.
11. By executing this CDBG Program Cooperation Agreement, City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriation for fiscal years during the period in which it participates in the County's Urban County CDBG Program; that it may participate in a HOME Program only through the urban county; and that it may not participate in a HOME consortium with other local governments except through the urban county, regardless of whether the urban county receives a HOME formula allocation.
12. The cooperating unit of general local government has adopted and is enforcing:
  - a. 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
  - b. 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. The phrase “cooperating unit of general local government” has the same meaning in this Cooperation Agreement as it does in HUD Notice #CPD 07-03.

13. a. Each Party mutually agrees, pursuant to Government Code §894.5, to indemnify, hold harmless, and defend the other Party, its County Board of Supervisors, City Councils, boards and commissions, officers, agents, employees, and volunteers (collectively, the “indemnified Parties”) in an amount equal to its proportionate share of liability on a comparative fault basis. This indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost or expense that arises out of, or is any way related to, the performance of services pursuant to this Agreement. This indemnity obligation extends, without limitation, to any injury, death, loss, or damage which occurs in the performance of the Agreement and that is sustained by a third party, agent, or contractor of a Party. Each Party executing this Agreement certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement, and it shall continue to maintain such funds throughout the Term of this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to require any Party to indemnify any other Party from any Claim arising from the sole negligence or willful misconduct of another Party. Nothing in this section shall be construed as authorizing an award of attorney fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all Claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided.
- b. At its sole discretion, the indemnified Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the indemnitor of any obligation imposed by this Agreement. The Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense. The Parties agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of each Party. In such cases, the Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault. The provisions of this section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

COUNTY OF STANISLAUS

CITY OF BATTERSON

By: Vito Chiesa  
Vito Chiesa  
Chairman of the Board of Supervisors

By: Rod B. Butler  
Rod B. Butler  
City Manager

ATTEST:  
Elizabeth King  
Elizabeth King  
Assistant Clerk of the Board

ATTEST:  
Maricela L. Vela  
Maricela L. Vela  
City Clerk



APPROVED AS TO FORM:  
Tom Hallinan  
Tom Hallinan  
City Attorney

Terms and provisions of this agreement are fully authorized under State and local law. This cooperation agreement provides full legal authority for Stanislaus County.

Thomas E. Boze  
Thomas E. Boze  
Deputy County Counsel

## COOPERATION AGREEMENT

THIS AGREEMENT, entered into this 16th day of May, 2013, by and between the CITY OF WATERFORD, hereinafter referred to as "City" and COUNTY OF STANISLAUS, hereinafter referred to as "County."

WITNESSETH

WHEREAS, CITY OF WATERFORD is a duly constituted municipal corporation under the laws of the State of California, and is empowered thereby to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, COUNTY OF STANISLAUS is a duly constituted subdivision of the State of California, and is also empowered by State law to undertake essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, California Government Code Section 6502 authorizes two or more public agencies to jointly exercise any power common to both; and

WHEREAS, it is mutually desired by the parties hereto to enter into a Cooperation Agreement, in accord with the Housing and Community Development Act of 1974, as amended, and applicable Federal rules and regulations adopted pursuant thereto; whereby the parties shall jointly undertake community development and housing assistance activities, including those funded by the Community Development Block Grant Entitlement Program (CDBG) and the HOME Investment Partnerships Program (HOME).

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The parties hereto agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, pursuant to the Housing and Community Development Act of 1974, as amended, hereafter, HCDA and the HOME INVESTMENT Partnerships Act, as amended. This agreement shall become effective October 1, 2014, and be in effect until terminated, but termination may not occur before September 30, 2017. This agreement shall remain in effect until the Community Development Block Grant and HOME Investment Partnerships Program funds received for federal fiscal years 2014, 2015, and 2016 and any related program income received with respect to these activities are completed.
2. Upon certification of Stanislaus County, and all of the participating incorporated cities, as an "Urban County" for federal fiscal years 2014, 2015, and 2016, under

the HCDA and applicable rules and regulations adopted pursuant thereto, a Policy Committee shall be formed consisting of one (1) representative designated by the Board of Supervisors and one (1) representative from each participating city. Each Committee representative shall have equal voting rights. The Policy Committee shall receive from the Technical Committee made up of one staff person from each participating jurisdiction, a proposed budget, and any other documentation required by the U.S. Department of Housing and Urban Development (HUD) for the CDBG Program and the HOME Investment Partnerships Program. Documentation shall include, but not limited to, a list of specific projects to be undertaken and priorities for implementation for the housing and community development projects. In preparing its proposed plans, project priorities, proposed budget, and other documentation, the Technical Committee shall disseminate complete information to citizens of Stanislaus County concerning community development and housing needs; and shall provide citizens with an opportunity to participate in the development of programs and priorities. Upon completion of the Policy Committee's deliberations, the proposed budget and other relevant documentation shall be submitted to the Stanislaus County Board of Supervisors for approval.

3.
  - a. After deduction of administrative expenses, which shall not to exceed 20%, all of the net CDBG monies shall be sub-allocated to the participating jurisdictions according to the general distribution formula established by HUD which is based on the latest available countywide data on population, the extent of poverty, and the extent of housing overcrowding. However, a different distribution is hereby expressly authorized if and when necessary to comply with Title I of the HCDA. If any project submitted by County as a portion of the CDBG documentation is found to ineligible by HUD, the proposed project shall not be funded. In such an event, the County, acting in concert with the Technical Committee may submit an alternative priority project which is within the original cost and in line with the stated needs and objectives of County, provided such a re-submission conforms with the rules and regulations of the HCDA.
  - b. After deduction of administrative expenses, all of the net HOME Investment Partnerships Program monies allocated annually to the County of Stanislaus as an "urban county" under the HCDA, shall be allocated for housing purposes on a countywide basis. Distributions will be consistent with HUD guidelines and the evaluation criteria developed by participating cities and the county.
4. City may terminate its participation in this Cooperation Agreement and membership on the Committees by a single majority vote of its governing body. Such termination shall take effect only at the end of the federal three-year urban county qualification period in which the action is taken. The next such qualification period will end September 30, 2016. Subsequent urban county qualification periods will end September 30 on every third year following that date. However, City may void this Cooperation Agreement by written notice

received by the Director of the Stanislaus County Planning and Community Development Department, 1010 10<sup>th</sup> Street, Suite 3400, Modesto, California 95354, prior to the completion of urban county qualification process for federal fiscal years 2014, 2015 and 2016, if City is advised by HUD that City is eligible to be designated as a metropolitan city entitled to CDBG formula funding and City elects to accept designation as a metropolitan city. If this Cooperation Agreement is not voided by City prior to September 10, 2013 (or later date if approved in writing by HUD) under the circumstances listed in the previous sentence, City must remain a part of the urban county for the entire three-year urban county qualification period.

5. Public housing that requires voter approval shall not be approved until it receives approval of the voters.
6. Under this Agreement, the County shall be the primary general-purpose local governmental unit pursuant to the HCDA. The County shall apply for grants, administer all funds received, and undertake or assist in undertaking essential community development and housing assistance activities. Based on recommendations made by the Policy Committee, the County shall have the authority to carry out activities which will be funded from annual CDBG's and from HOME Investment Partnerships Program funds received for federal fiscal years 2014, 2015, and 2016 and any related program income generated. Records shall be kept by County in accordance with approved accounting procedures, and said records shall be available for public inspection at all times.
7. County and all participating cities shall take all actions necessary to assure compliance with the urban county's certification required by Section 104 (b) of Title I of the HCDA, including the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the HCD, as amended. Use of urban county funds for activities, in or in support of, any participating city that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification shall be prohibited. Pursuant to 24 CFR 570.501(b), City is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement described in 24 CFR 570.503.
8. City shall report to County any income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose. In the case of HOME Investment Partnerships Program funds, the City shall report program income to the entity responsible for HOME fund administration and it shall be the responsibility of that entity to report to HUD on the use of program income.

9. The following standards shall apply to real property acquired or improved in whole or in part using CDBG funds that is within the control of a participating City:
  - a. City shall give County timely notification of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition.
  - b. City shall reimburse the allocation account in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of funds other than CDBG or HOME) of property acquired or improved with CDBG funds that is sold or transferred for a use that does not qualify under the CDBG regulations.
  - c. City shall pay to County any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between County and City. Any program income shall be allocated by County for eligible activities in accordance with all CDBG requirements as may then apply.
10. The parties hereto agree that the final responsibility for analyzing needs, setting objectives, developing plans, selecting projects for community development and housing assistance, selecting Community Block Grant and HOME activities, and filing the Consolidated Plan and other required by the HCDA is Stanislaus County Board of Supervisors.
11. By executing this CDBG Program Cooperation Agreement, City understands that it may not apply for grants under the Small Cities or State CDBG Programs from appropriation for fiscal years during the period in which it participates in the County's Urban County CDBG Program; that it may participate in a HOME Program only through the urban county; and that it may not participate in a HOME consortium with other local governments except through the urban county, regardless of whether the urban county receives a HOME formula allocation.
12. The cooperating unit of general local government has adopted and is enforcing:
  - a. 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
  - b. 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. The phrase "cooperating unit of general local government" has the same meaning in this Cooperation Agreement as it does in HUD Notice #CPD 07-03.

13. a. Each Party mutually agrees, pursuant to Government Code §894.5, to indemnify, hold harmless, and defend the other Party, its County Board of Supervisors, City Councils, boards and commissions, officers, agents, employees, and volunteers (collectively, the "indemnified Parties") in an amount equal to its proportionate share of liability on a comparative fault basis. This indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost or expense that arises out of, or is any way related to, the performance of services pursuant to this Agreement. This indemnity obligation extends, without limitation, to any injury, death, loss, or damage which occurs in the performance of the Agreement and that is sustained by a third party, agent, or contractor of a Party. Each Party executing this Agreement certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement, and it shall continue to maintain such funds throughout the Term of this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to require any Party to indemnify any other Party from any Claim arising from the sole negligence or willful misconduct of another Party. Nothing in this section shall be construed as authorizing an award of attorney fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all Claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided.
- b. At its sole discretion, the indemnified Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the indemnitor of any obligation imposed by this Agreement. The Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense. The Parties agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of each Party. In such cases, the Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault. The provisions of this section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.


COUNTY OF STANISLAUS

By:   
Vito Chiesa  
Chairman of the Board of Supervisors

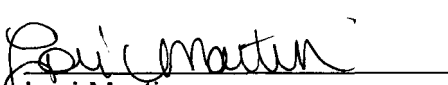
CITY OF WATERFORD

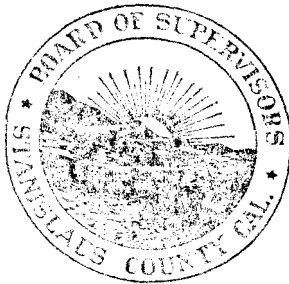
By:   
Tim Ogden  
City Manager

ATTEST:

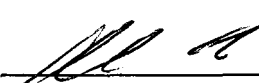
  
Elizabeth King  
Assistant Clerk of the Board

ATTEST:

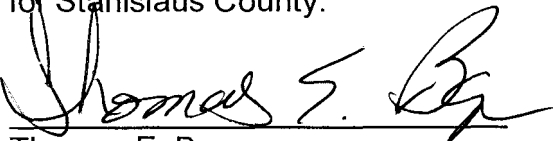
  
Lori Martin  
City Clerk



APPROVED AS TO FORM:

  
Corbett Browning  
City Attorney

Terms and provisions of this agreement are fully authorized under State and local law. This cooperation agreement provides full legal authority for Stanislaus County.

  
Thomas E. Boze  
Deputy County Counsel

**INTER-GOVERNMENTAL AGREEMENT  
RENEWING THE TURLOCK/STANISLAUS COUNTY HOME CONSORTIUM**

THIS AGREEMENT is made and entered into on this 11<sup>th</sup> day of June, 2013 by and among the City of Turlock, a municipal corporation of the State of California and located within the boundaries of Stanislaus County (hereinafter "Turlock") and the Urban County of Stanislaus.

WHEREAS the United States Congress enacted the Cranston-Gonzales National Affordable Housing Act of 1990 and federal regulations have been adopted pursuant thereto (hereinafter collectively referred to as the "Act"); and

WHEREAS, Title II of the Act creates the Home Investment Partnerships Program (hereinafter "HOME") that provides funds to states and local governments for acquisition, rehabilitation, new construction of affordable housing and tenant-based systems; and

WHEREAS, under the Act, an organization of geographically contiguous units of general local government may act as a single unit of general local government for purposes of receiving and administering HOME funds and carrying out the purposes of the Act; and

WHEREAS, in June of 2000 Turlock and the Stanislaus Urban County entered into an agreement to jointly act as the Turlock/ Stanislaus County HOME Consortium, a consortium of local governments under the Act; and

WHEREAS, the Act requires local governments acting as a consortium to submit a single Consolidated Plan that covers the entire geographical area encompassed by the consortium members as part of the eligibility requirements for HOME funds section 91.15 (b) of the Consolidated final rule; and

WHEREAS, funds from Title II are distributed to metropolitan cities, urban counties, states and consortia of local governments; and

WHEREAS, the Act requires that a consortium must have one member unit of general local government authorized to act in a representative capacity for all members for purposes of the Act to assume overall responsibility for the Act, including requirements concerning the Consolidated Plan; such member unit shall hereinafter be referred to as "Lead Agency"; and

WHEREAS, Turlock and the Stanislaus Urban County desire to renew their commitment to act jointly as a consortium for purposes of the Act and hereby enter into this Inter-Governmental Agreement which supersedes all other inter-governmental agreements setting up the Turlock/Stanislaus County HOME Consortium; and

NOW, THEREFORE, based upon the terms and conditions outlined below, the parties hereby agree as follows:

I. CONSORTIUM

- A. Turlock and the Stanislaus Urban County agree to act jointly as a consortium within the meaning of the Act to become a participating jurisdiction to be known as the **Turlock/ Stanislaus County HOME Consortium** (hereinafter TURLOCK HOME CONSORTIUM"). Turlock and the Stanislaus Urban County will act jointly as the TURLOCK HOME CONSORTIUM for the purposes of applying jointly for federal funding under the HOME Investment Partnership Program undertaking or assisting in undertaking HOME eligible housing assistance activities described in Title II of the Act, the latter to include, but not be limited to, acquiring, rehabilitating, constructing affordable housing, and providing tenant-based rental assistance. This Agreement to operate as the TURLOCK HOME CONSORTIUM is a renewal of the parties' 2000 and subsequent commitments to operate as the TURLOCK HOME CONSORTIUM. This Agreement supersedes all previously executed agreements regarding the TURLOCK HOME CONSORTIUM.
- B. The Lead Agency of the TURLOCK HOME CONSORTIUM will be the City of Turlock. The City of Turlock shall provide leadership and have overall management responsibility to direct the TURLOCK HOME CONSORTIUM activities. Further, as the Lead Agency, the City of Turlock shall make appropriate policy assessments and decisions concerning issues relating to existing HOME funds for which the authority and responsibility rests with the Lead Agency. Except for the authority and responsibilities vested in the Lead Agency concerning the development of the TURLOCK HOME CONSORTIUM's Consolidated Plan, the TURLOCK HOME CONSORTIUM shall affirmatively further the region's planning for affordable housing.

II. ROLES AND DECISION MAKING PROCESS

- A. Stanislaus Urban County agrees that Turlock shall serve as the Lead Agency and administer the TURLOCK HOME CONSORTIUM through Turlock's staff. As Lead Agency, Turlock shall perform all duties and responsibilities as set forth for the Lead Agency by the terms of this Agreement. The Lead Agency shall provide effective leadership, support and management of the TURLOCK HOME CONSORTIUM's required functions. In addition, Lead Agency's staff shall provide, subject to adequate funding, effective leadership, support, and management furthering the Consortium's affordable housing policies.
- B. As the Lead Agency, Turlock shall be responsible for the management and accounting of all TURLOCK HOME CONSORTIUM funds. Turlock's management and accounting for all TURLOCK HOME CONSORTIUM

funds shall conform to the policies, regulations and statutes governing such funds.

- C. Turlock and the Stanislaus Urban County agree that all projects will be reviewed for compliance with the relevant funding sources' rules or guidelines by the Lead Agency and only those which meet the technical requirements of the relevant source of funds will be eligible to be reviewed for funding recommendations by the Technical HOME Committee (THC) described in Paragraphs II (F) of this Agreement. The Lead Agency will screen activities for conformance with any minimum threshold criteria established in the Consolidated Plan which may be stricter than those imposed by the funding source's own rules, regulations or guidelines. The reference here to technical staff of the TURLOCK HOME CONSORTIUM members, as well as the similar references in Paragraphs (E) and (F) below, refer to those individuals identified in Section III, Paragraphs (A), (B) and (C).
- D. The Lead Agency shall develop policies and procedures as well as a technical assistance process which would provide project assessment, technical assistance, and resource coordination to lesser experienced housing providers. Policies and procedures shall be developed in collaboration with the THC within six (6) months of this agreement being executed.
- E. Threshold criteria and any other criteria, incentives, etc., developed for each CHDO allocation of funding regardless of other leveraged funding sources, will be developed by the Lead Agency in collaboration with technical staff persons from each TURLOCK HOME CONSORTIUM jurisdiction. Such criteria will be consistent with all relevant policies and priorities contained in the Consolidated Plan, related plans from individual CDBG entitlement jurisdiction pursuant to 24 CFR 91.220 (hereinafter referred to as "Action Plans") and individual housing elements in each jurisdiction's General Plans. The policies and procedures identified in Paragraph (D) of this section shall include procedures to allocate future CHDO funding and provide time frames for all funds.
- F. Turlock and the Stanislaus Urban County agree that a THC will exist and be guided by established policies and procedures for the Consortium. The THC will be comprised of no less than one person from each of the jurisdictions participating in the TURLOCK HOME CONSORTIUM. A person will be appointed by each jurisdiction made up of one technically proficient (that is persons knowledgeable in housing issues) staff person. The THC shall adopt a conflict of interest policy to be used in the operation of the Consortium. Turlock and the Stanislaus Urban County pledge adherence to the conflict of interest tenets embodied in HUD's CPD Notice 98-09 (Superceding CPD Notice 93-06) and NRS 281.481.

- G. Turlock and the Stanislaus Urban County agree that approved projects must conform to the appropriate environmental regulations, the jurisdiction's (impacted by the proposed project) General Plan, Consolidated Plan, and related Action Plans.

### III. GENERAL ADMINISTRATION

- A. Turlock designates its Housing Program Services Manager or his or her designee as Turlock's representative to whom all notices and communications relating to TURLOCK HOME CONSORTIUM business from Stanislaus Urban County shall be directed.
- B. Stanislaus Urban County designates the Stanislaus County Planning and Community Development Director or his or her designee as representative to whom all notices and communications concerning TURLOCK HOME CONSORTIUM business from Turlock be directed. In addition, Turlock shall direct copies of all notices to the designated persons for every member agency of the TURLOCK HOME CONSORTIUM. Designated representatives for member agencies shall be specified in sub-agreements entered into between the agencies and the Lead Agency.
- C. Turlock's duty to notify the Stanislaus Urban County shall be complete when the communication is sent to all designated representatives specified in paragraph (B) of this section. It is the exclusive duty of the designated representatives to notify appropriate individual(s) and/or departments within their respective agencies.
- D. Turlock, as designated Lead Agency of the TURLOCK HOME CONSORTIUM, has the ultimate and overall responsibility under the Act in the view of HUD for ensuring that the TURLOCK HOME CONSORTIUM's HOME program is carried out as required in 24 CFR part 92, including the submission of a program description for the use of HOME funds which has been mutually agreed upon by Turlock and the Stanislaus Urban County for providing all assurances or certifications as required under 24 CFR part 92. The program description sets forth the TURLOCK HOME CONSORTIUM's estimated use of HOME funds (consistent with needs identified in its approved consolidated housing strategy and individual one-year plans) within each of the eligible activity categories. Therefore, Turlock requires Stanislaus County and Stanislaus County require Turlock to agree to strict adherence to the program description as approved and to all assurances and certifications provided, including agreeing to take all actions necessary to assure compliance with Turlock's certification under the Fair Housing Act; Executive Order 11063 (Equal Opportunity in Housing) and Title VI of the Civil Rights Act of 1964, the Uniform Relocation Assistance, Real Property Acquisitions Policy Act of 1970 and the Davis Bacon Act at 40 USC 276a, et seq. Turlock shall not provide HOME funds for activities in or support of any cooperating jurisdiction that

does not affirmatively further fair housing within its own jurisdiction or activities that impede Turlock's actions to comply with Fair Housing certification. In addition, the Lead Agency is responsible for taking all required actions to comply with provisions of the National Environmental Policy Act of 1969. Stanislaus Urban County shall readily support the Lead Agency as requested to meet these requirements.

- E. Turlock and the Stanislaus Urban County agree that a prorated portion for self-directed projects should be based on the census population and poverty levels when determining how TURLOCK HOME CONSORTIUM HOME funds shall be dedicated to each participating jurisdiction each year. The funds so dedicated to the participating jurisdiction may be from any HOME funds, including program income, available to the TURLOCK HOME CONSORTIUM. Participating jurisdictions can self-direct funds within their participating jurisdiction by notifying the TURLOCK HOME CONSORTIUM of their jurisdictional funding self-direction recommendations **five (5) days** prior to the TURLOCK HOME CONSORTIUM's final public hearing to develop recommendations for funding. Any of the self-directed funds not allocated by the individual jurisdictions will no longer be dedicated to self-direction and will be made available for allocation by the TURLOCK HOME CONSORTIUM during the current funding cycle.
- F. Turlock and the Stanislaus Urban County further agree that HOME funds, such as CHDO Funds designated for affordable housing by agreement are administered by the TURLOCK HOME CONSORTIUM shall be distributed according to the funding source requirements.
- G. To effectively carry out activities under this Agreement, Turlock and the Stanislaus Urban County may negotiate allocation of TURLOCK HOME CONSORTIUM administrative funds or any other administrative funds available to the TURLOCK HOME CONSORTIUM as long as such allocation comports with the restrictions of the administrative funds so allocated.
- H. Turlock and the Stanislaus Urban County agree the Lead Agency will perform initial review on all claims, demands or litigation related to activities of the TURLOCK HOME CONSORTIUM or its participating members. Copies of all claims and demands will be forwarded to the designated representatives of each member agency identified as part of the claim for review by their respective risk management staff and/or legal counsel. Each member agency will be responsible for the handling of claims arising out of the specific activities within their jurisdiction. Costs related to the investigation and defense shall be divided equally by the participating agencies. Settlement of any claim related to their joint activities shall be approved by the legislative bodies of the jurisdictions named in the claim based upon agreement and recommendation of the respective risk management staff and/or legal counsel.

- I. Turlock and the Stanislaus Urban County agree summons and complaints served upon the TURLOCK HOME CONSORTIUM or any of its member agencies, relating to TURLOCK HOME CONSORTIUM activities, shall be referred to outside counsel selected by the TURLOCK HOME CONSORTIUM for defense. Costs related to the defense of the TURLOCK HOME CONSORTIUM, arising out of its activities, shall be divided equally by TURLOCK HOME CONSORTIUM members identified in the summons or complaint. The Lead Agency shall act on behalf of the TURLOCK HOME CONSORTIUM to collect reports and documentation forwarding same to legal counsel and respective members, make payment to outside counsel for cost of defense and requesting reimbursement from other members. Decisions regarding settlement of litigation shall be made by the TURLOCK HOME CONSORTIUM within the limits of their respective authorities and based on direction provided by the jurisdiction's legal counsel as well as the approval of their respective legislative body.
- J. Turlock and the Stanislaus Urban County both agree to hold harmless, indemnify and defend the TURLOCK HOME CONSORTIUM and its respective members from and against any and all claims, demands, actions, causes of action and litigation, financial or otherwise, arising out of their independent activities or activities the agency would have undertaken whether or not the TURLOCK HOME CONSORTIUM was in existence.
- K. Turlock and the Stanislaus Urban County shall each be responsible for its share of costs related to any claims and/or litigation as discussed above. The Consortium may choose to use administrative monies received from various funding sources to cover the costs related to the activities of the TURLOCK HOME CONSORTIUM. Funding may include, but is not limited to, direct payment of costs, purchase of insurance, or the development of a self-funding mechanism. Reimbursement will be made within twenty-one (21) working days of receipt of a request for reimbursement by the Lead Agency.
- L. In the event that a conflict arises on the part of outside defense counsel, a recommendation will be made by lead agency as to alternate legal counsel. Should outside legal counsel identify conflicts within the TURLOCK HOME CONSORTIUM, either jurisdiction shall either retain separate counsel or utilize in-house legal staff for defense.
- M. Disputes arising between the member agencies regarding direction, policy or procedure shall be resolved by the designated representatives. Should the designated representatives be unable to agree upon the resolution, the matter shall be referred to the respective governing bodies for resolution. If no resolution is forthcoming, the parties may terminate this Agreement in accordance with Section VIII below.



- N. The Lead Agency shall make all of its financial records related to the administration of HOME funds available for inspection to all persons including representatives from corporations and governments.
- O. Turlock and the Stanislaus Urban County commit to affirmatively furthering fair housing in all respects in their contributions to the operation of the TURLOCK HOME CONSORTIUM.

#### IV. CONSOLIDATED PLAN

- A. Turlock and the Stanislaus Urban County agree that although the Lead Agency is ultimately responsible for developing a HUD approved Consolidated Plan; all TURLOCK HOME CONSORTIUM members shall participate in the Consolidated Plan development process and end product.
- B. The Consolidated Plan document shall be prepared by Turlock staff or their designated consultant, in collaboration with the THC more than sixty (60) days prior to the date the Consolidated Plan documents must be submitted to HUD.
- C. Turlock and the Stanislaus Urban County agree that necessary adjustments to the Consolidated Plan development process described herein will be made when necessary as required by the United States Department of Housing and Urban Development, including, but not limited to, any Consolidated Plan process.
- D. The TURLOCK HOME CONSORTIUM may use a Consolidated Plan advisory committee to assist in the development of the Consolidated Plan document and related documents.
- E. Notwithstanding the responsibility described in the above paragraph, the Lead Agency will schedule the adoption of the Consolidated Plan for a Turlock City Council meeting which will occur no less than 15 days prior to the submission date required by HUD.
- F. The above process may be modified by agreement of the THC if deemed appropriate.
- G. The Lead Agency shall prepare annual performance reports or whatever report specified by HUD and submit the same to HUD with copies to all participating jurisdictions.

V. FUND ADMINISTRATION

- A. All repayments of TURLOCK HOME CONSORTIUM administered HOME funds and matching contributions and any payment of interest or other return on the investment of such HOME funds and matching contributions must be placed in a HOME account, pursuant to agreement.
- B. If the TURLOCK HOME CONSORTIUM subsequently terminates, such repayment will revert to the jurisdiction to which the funds were originally pledged.
- C. Any repayments of Consortium HOME funds and matching contributions and any payment of interest or other return on the investment of Consortium HOME funds and matching contributions must be placed in the HOME account but must be separately designated from the account which contains the repayment of HOME funds. If the TURLOCK HOME CONSORTIUM terminates, such repayment of Consortium funds will be allocated to the remaining jurisdictions based on the geographic distribution of the outstanding investment of such Consortium funds in the region, but only if such jurisdictions place such funds in a HOME account operated in compliance with HUD rules and regulations. If HUD prohibits the administration of HOME dollars by any resultant nonparticipating jurisdiction, repayments otherwise due to a nonparticipating jurisdiction will be administered by the City of Turlock in compliance with HUD regulations.
- D. The mechanisms by which any repayment of non-HOME funds and/or any payment of interest or other return on investment of such non-HOME funds to be made shall be governed by the restrictions imposed by the source of such funds. The TURLOCK HOME CONSORTIUM THC may describe procedures for such funds and repayments thereof consistent with such restrictions.
- E. The Lead Agency has the responsibility for monitoring and reporting according to HUD regulations and guidelines on the use of any local HOME funds.

VI. AMENDMENTS

- A. Should it become necessary to change the language of this Agreement to meet HUD approval, without making major changes and without altering the intent of the Agreement, such changes may be made administratively with the written consent of Turlock's and the Stanislaus Urban County's respective designated representatives.

- B. This agreement may be amended for the purpose of designating of a new Lead Agency during this agreement's cycle, if unanimously agreed upon by the TURLOCK HOME CONSORTIUM and their respective governing body.
- C. This agreement may be amended for purposes other than those described in Paragraph (A) above by written agreement by both Turlock and the Stanislaus Urban County's respective designated representatives.

VII. EFFECTIVE DATE

- A. This Agreement shall go into effect October 1, 2013, and shall continue in full force and effect until September 30, 2016. The Stanislaus Urban County and Turlock shall be included in the TURLOCK HOME CONSORTIUM for a minimum of three federal fiscal years, which is reflected in the Consortium's Program years 13-14 (July 1, 2013 to June 30, 2014), 14-15 (July 1, 2014 to June 30, 2015), and 15-16 (July 1, 2015 to June 30, 2016). The renewal of this agreement is due to be completed and submitted to HUD by June 30, 2013.

VIII. TERMINATION OF AGREEMENT

If either Turlock or the Stanislaus Urban County desire to terminate the Agreement and its participation in the TURLOCK HOME CONSORTIUM they may do so by giving no less than six months prior written notice. The notice must be sent to the TURLOCK HOME CONSORTIUM members at the addresses appearing on the signature page and the notice must specify the effective date of the termination. The Agreement will terminate on the effective date specified in the notice. As required by NRS 354.626, a TURLOCK HOME CONSORTIUM member may terminate this Agreement for failure of the member to appropriate or budget funds sufficient to carry out the purposes of this Agreement. In such event, the member will give as timely a notice as is reasonably practicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates appearing below.

CITY OF TURLOCK  
156 South Broadway, Suite 250  
Turlock, CA 95380

STANISLAUS COUNTY  
1010 Tenth Street, Suite 3400  
Modesto, CA 95354

By Roy W. Wasden  
Roy W. Wasden, City Manager

By Angela Freitas  
Angela Freitas, Director  
Stanislaus County Director of  
Planning and Community  
Development

Date 6/26/13

Date 6-26-2013

Approved as to form:

Approved as to form:

By Phaedra A. Norton  
Phaedra A. Norton, City Attorney

By Tom Boze  
Tom Boze, County Counsel

Attest:

By Kellie E. Weaver  
Kellie E. Weaver, City Clerk

**COUNTY OF STANISLAUS  
STANDARD AGREEMENT**

1. This Agreement is entered into between the **Stanislaus County Planning and Community Development Department** and the following named Contractor: **The Housing Authority of the County of Stanislaus**  
*(If other than an individual, state whether a corporation, partnership, etc.):* a local public entity
2. The term of this Agreement is: **From July 25, 2013 Until all Funds are Expended**
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

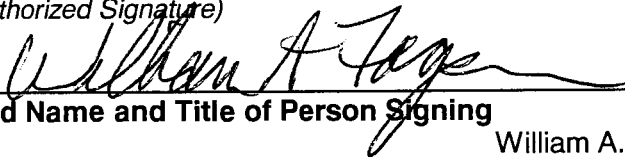
(Date)

**CONTRACTOR**

**Contractor's Name**

Housing Authority of the **County of Stanislaus**

By (Authorized Signature)



**Printed Name and Title of Person Signing**

William A. Fagan, Executive Director

Mailing Address

P.O. Box 581918  
Modesto, CA 95358-0033


Taxpayer Identification/Social Security No.

**COUNTY OF STANISLAUS**

**Department Name**

Stanislaus County Planning and Community Development

By (Authorized Signature)



**Printed Name and Title of Person Signing**

Angela Freitas, Director

**Mailing Address**

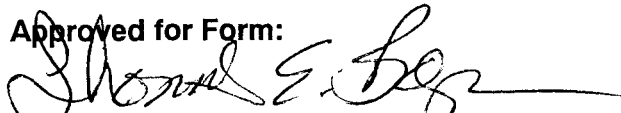
1010 10<sup>th</sup> Street, Suite 3400, Modesto, CA 95354

**Approved for Content:**



Angela Freitas, Director

**Approved for Form:**



Thomas E. Boze, Deputy 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. The Contractor's Executive Director, or designee, or the Contractor's Board of Commissioners 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 five (5) 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 Housing Rehabilitation Program

### SCOPE OF WORK

#### **PROGRAM DESCRIPTION**

Oversee and manage a housing rehabilitation program assisting qualified homeowners with health and safety related repairs to owner occupied single-family and manufactured homes located within unincorporated areas of Stanislaus County as determined eligible by the respective funding sources outlined in section 2.0 of this Exhibit B.

**1.0 ALLOCATION:** The allocation amount of this agreement shall be for an amount up to \$400,000. Funds shall be used for direct costs associated with delivery of the Stanislaus County Housing Rehabilitation Program as described in section 3.0 of this Exhibit B.

**2.0 SOURCES OF FUNDS:** Funds used under this agreement may be derived from the HOME Investments Partnerships Program (HOME), Community Development Block Grant Program (CDBG), or CalHome Program.

#### **3.0 CONTRACTOR SERVICES:**

The Contractor shall provide the following services:

- a. Market the Major Home Repair Program within the Community.
- b. Receive and screen applications from property owners desiring health and safety related repairs. Screening of applications shall be based on meeting eligibility criteria set by Stanislaus County's Housing Rehabilitation Program Policies.
- c. Research of property title, liens, easements or other encumbrances against parcel; verification of income for eligibility, collection of credit background and any known personal liens or judgments and verification of other information necessary to determine program eligibility of potential participants., i.
- d. Verify property ownership using Realquest® software.
- e. Verify homeowner's insurance at eligibility. After project completion, send request to insurance provider to list Stanislaus County as an Additional Insured, and/or a Loss Payable Endorsement. Yearly verification requested, but not required, unless homeowner changes insurance provider.
- f. Conduct onsite pre-inspections to facilitate the preparation of work write-ups for contractor bidding.
- g. Establish and maintain an eligibility list.
- h. Conduct contractor-bidding process.
- i. Obtain Stanislaus County Loan Committee approval of all loans and verify completion of all applicable loan paperwork prior to awarding any contracts.
- j. Award contracts and track project progress through completion.
- k. Conduct post-rehabilitation inspections to verify project completion.

- l. Service all loans made with allocated funds in accordance with terms of the loan and for the life of the loan. Any repayment of loan funds, must be deposited into a revolving loan fund and tracked by funding source. All fund balances shall be reported to Stanislaus County monthly in a format approved by the County and, as requested, shall be transferred to the County.
- m. Prepare and maintain files for all program participants and/or activities. These files shall include all documents and information relative to the individual project(s) per HOME, CDBG, and/or CalHome Program standards. These files shall be current, and contain complete records, including, but not limited to: contracts, source documents supporting accounting transactions, eligibility and service records as may be applicable, a ledger, personnel and payroll records, cancelled checks, contractor eligibility verification, and related documents and records to assure proper accounting of funds and performance of this contract in accordance with HOME, CDBG, and/or CalHome regulations. To the extent permitted by law, Stanislaus County is permitted 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.
- n. The Contractor will cooperate in the preparation of, and will furnish any and all information required for reports to be prepared as may be required by HOME, CDBG, and/or CalHome regulations including, but not limited to the Consolidated Plan, the annual performance report and any quarterly reports required by Stanislaus County County.
- o. The Contractor agrees to defend, indemnify and hold harmless Stanislaus County and its officers, employees, and agents from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of Contractor in the performance of the Scope of Work except those arising by reason of the sole negligence of Stanislaus County, its officers, employees or agents.
- p. Loan repayments, interest or other return on County's investment of funds disbursed through this contract shall be collected by the Contractor, tracked by funding source, and transferred to Stanislaus County within 30 days of receipt.
- q. The Contractor shall comply with all applicable laws, ordinances and codes of Federal, State and local governments, in the performance of this Agreement.
- r. The Contractor agrees to comply will all requirements which are now or which may hereafter be imposed by HUD for the HOME and CDBG program, by the California Housing and Community Development Department (HCD), as well as such requirements as may be imposed by the City of Turlock/Stanislaus County HOME Consortium.
- s. The Contractor shall be responsible for 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 provided to Stanislaus County for review, approval and formal acceptance at time of loan committee's project consideration.
- t. The Contractor agrees that it will comply with the Americans with Disabilities Act and Title VII or 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 the Contractor by Stanislaus County pursuant to this contract.

For the purpose of these Acts no person shall:

- i. Deny any services or other benefit provided under the program or activity.
  - ii. 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;
  - iii. 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;
  - iv. Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity;
  - v. Treat an individual differently from others in determining whether that individual satisfies and admission enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or other benefit provided under the program or activity; or
  - vi. Deny an opportunity to participate in a program or activity as an employee;
- u. To comply with funding source regulations that funds be spent within 3 days of disbursement, **the Contractor shall request reimbursements of incidental expenditures.** In the case of a known large expense, the Contractor may request, in writing, from Stanislaus County and advance of the necessary amount of the funds, which will be expended within the time, allowed. The amount of each request shall be limited to the amount needed.

#### **4.0 LOAN CRITERIA:**

- a. Loans will be made available to qualified owner occupants in accordance with Stanislaus County's Housing Rehabilitation Program Policies, provided to Contractor as a separate document, at the time of eligibility. Approved policies and/or any revisions shall be provided to Contractor within two (2) working days of approval and/or revision.

#### **5.0 COMPENSATION**

The Contractor shall be compensated for the services provided under this agreement as follows:

- a. The Contractor shall be compensated for the services provided under this agreement at a rate of twelve percent (12%) of the total construction cost for each completed project.
- b. The Contractor shall be compensated fifty dollars (\$50) for processed applications not resulting in a completed project.
- c. Contractor may be compensated, at Stanislaus County's discretion, for any other housing reimbursable costs incurred for incomplete approved projects (i.e. title reports, publication notices, and other reports).
- d. The Contractor shall be compensated at the rate of ten-dollars (\$10.00) for each monthly loan payment processed. (This fee may be subject to an increase of 3% each year for inflation, based on a mutually agreed consumer price index).
- e. The Contractor shall 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. Stanislaus County shall pay the Contractor within thirty (30) days of the receipt of the invoice.

**6.0 DISPUTE RESOLUTION:**

- a. The Contractor and Stanislaus 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.
- b. 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.
- c. 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").
- d. 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.
- e. 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.
- f. 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.

**7.0 MISCELLANEOUS:**

- a. Should any litigation be commenced between the Contractor and Stanislaus 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.
- b. 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.

End of Scope of Work

# Stanislaus County Community Development Block Grant



## Annual Action Plan

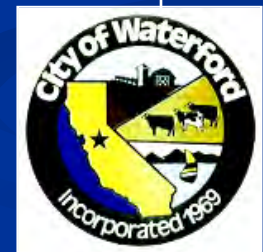
FISCAL YEAR

2013- 2014



# ANNUAL ACTION PLAN 2013-2014

## Stanislaus Urban County Members



# ANNUAL ACTION PLAN 2013-2014

As an entitlement community, the Stanislaus Urban County is eligible for formula grant funds:

- ❖ **CDBG** – Community Development Block Grant
- ❖ **ESG** – Emergency Solutions Grant
- ❖ **NSP** – Neighborhood Stabilization Program

# ANNUAL ACTION PLAN 2013-2014

## **CDBG Objectives:**

- ❖ Directly benefit low-income households/people;
- ❖ Mitigate slum and blight; and/or
- ❖ Meet an urgent community need.

*\* CDBG funds must not be used to supplant existing local, state , or federal funds .*

# ANNUAL ACTION PLAN 2013-2014

## Program Requirements

### ❖ Every 3 - 5 Years:

**Consolidated Plan** - Current CP spans from 2012-2013, 2013-2014, & 2014-2015

### ❖ Every 3 Years:

**AI** – Analysis of Impediments to Fair Housing – Most recent AI conducted in 2012 (effective FY 2012-2014)

### ❖ Every Year:

**AAP** - Annual Action Plan

**CAPER** - Consolidated Annual Performance Evaluation Report

# ANNUAL ACTION PLAN 2013-2014

## **Consolidated/Annual Action Plan Objectives:**

- ❖ Identify & address housing and community development priorities;
- ❖ Community participation in addressing problems and solutions;
- ❖ Identify planned activities for each participating jurisdiction.
- ❖ Distribution of funds summary

***\* The document is released for a 30 day public review period.***

# ANNUAL ACTION PLAN 2013-2014

## Planning Schedule

- Nov-Dec 2012** - Public Service Grant Process
- Jan-Feb 2013** - Development of Plan
- Feb-March 2013*** - Community Meetings
- Draft Plan Councils/Board  
(30 day public review)
- April 2012** - Final Plan presented to  
Councils/Board for approval

# ANNUAL ACTION PLAN 2013-2014

**FY 2013-1014**

## **Entitlement Allocation Projections**

CDBG	1,696,554
ESG	<u>198,932</u>
Total	\$1,895,486

**Final allocation amounts are subject to change based on final HUD grant allocations.**

# ANNUAL ACTION PLAN 2013-2014

<b>Stanislaus Urban County Member</b>	<b>Activities</b>	<b>Administration</b>	<b>Total</b>
<b>Ceres</b>	\$185,070	\$11,876	<b>\$196,946</b>
<b>Hughson</b>	\$92,564	\$11,876	<b>\$104,440</b>
<b>Newman</b>	\$105,116	\$11,876	<b>\$ 116,992</b>
<b>Oakdale</b>	\$115,982	\$11,876	<b>\$127,858</b>
<b>Patterson</b>	\$104,999	\$11,876	<b>\$116,875</b>
<b>Waterford</b>	\$96,399	\$11,876	<b>\$108,275</b>
<b>Stanislaus County</b>	\$462,458	\$268,055	<b>\$730,513</b>
<b>Public Service Grant Program</b>	\$169,655		<b>\$169,655</b>
<b>Fair Housing</b>	\$25,000		<b>\$ 25,000</b>
<b>CDBG Subtotal</b>	<b>1,357,243</b>	<b>\$339,311</b>	<b>\$1,696,554</b>
<b>ESG</b>	\$ 184,013	\$14,919	<b>\$198,932</b>
<b>Total</b>	<b>\$1,541,256</b>	<b>\$354,230</b>	<b>\$1,895,486</b>



# ANNUAL ACTION PLAN 2013-2014

## **Consolidated Plan Activities:**

- ❖ Infrastructure (CDBG)
- ❖ Public Services (CDBG)
- ❖ Economic Development (CDBG)
- ❖ Housing Programs (NSP & HOME)

# ANNUAL ACTION PLAN 2013-2014

## Infrastructure – Stanislaus County

- Parklawn Neighborhood Sewer
- Airport Neighborhood Sewer
- Empire Storm Drain Project

*\*Dependent on funding*

# ANNUAL ACTION PLAN 2013-2014

## CDBG Public Service Recommendations

▪ <u>American Red Cross</u>	\$ 9,056
▪ <u>Court Appointed Special Advocates</u>	\$ 9,000
▪ <u>Center for Human Services</u>	\$ 9,943
▪ <u>Children's Crisis Center</u>	\$ 47,000*
▪ <u>Healthy Aging Association</u>	\$ 14,000
▪ <u>Howard Training Center</u>	\$ 16,000
▪ <u>National Alliance for the Mentally Ill</u>	\$ 4,384
▪ <u>Salvation Army Red Shield</u>	\$ 13,472
▪ <u>Second Harvest Food Bank</u>	\$ 11,000
▪ <u>United Samaritans Foundation</u>	\$ 14,000
▪ <u>We Care Program</u>	\$ 14,000
▪ <u>Westside Food Pantry</u>	\$ 7,800
<b>TOTAL</b>	<b>\$169,655</b>

\* Recommended for more than one award based on different activity type and service area.

# ANNUAL ACTION PLAN 2013-2014

## Neighborhood Revitalization Strategy Areas (NRSA):

- Continue implementation of NRSA plan: Airport & Parklawn Neighborhoods.
- NRSA plan includes a public service component to introduce/expand public services.
- FY 2013-2014: Reallocation of previous years' Revitalization Strategy funds to public service applicants serving Airport or Parklawn neighborhoods:
  - Orville Wright Healthy Start FRC: \$10,000
  - Parent Resource Center: \$10,000

# ANNUAL ACTION PLAN 2013-2014

## Emergency Solutions Grant (ESG)

- ❖ The purpose of ESG funds is to assist homeless service providers to deliver essential support services to the homeless, and aid families who are at risk of becoming homeless.
- ❖ Focus of the program is Homeless Prevention and Rapid Re-Housing.

# ANNUAL ACTION PLAN 2013-2014

## ESG Recommendations

▪ <u>Children's Crisis Center</u>	\$ 52,800
▪ <u>Community Housing &amp; Shelter Svcs</u>	\$ 38,231
▪ <u>Family Promise</u>	\$17,564
▪ <u>Salvation Army Emergency Shelter</u>	\$ 30,000
▪ <u>We Care – Emergency Shelter:</u>	\$ 28,460*
▪ <u>Homeless Management Info Program</u>	\$ 16,958
▪ <u>Administration</u>	\$ 14,919
<b>TOTAL</b>	<b>\$198,932</b>

\* Recommended for more than one award based on different activity type.

# ANNUAL ACTION PLAN 2013-2014

## Economic Development Program

- ❖ In collaboration with the Alliance Work-Net, program will provide CDBG funds to place unemployed persons into on-the-job training positions at for-profit businesses.
- ❖ The program will aim to assist participants in the development of new job skills and to ultimately permanently place participants in those jobs.

# ANNUAL ACTION PLAN 2013-2014

## Fair Housing Program:

- Federally Mandated Program
- Combat impediments to fair housing choice through education, investigation, and litigation . Seek cooperation of owners & managers, and provide appropriate information & referral.





# ANNUAL ACTION PLAN 2013-2014

## Neighborhood Stabilization Program

### Continue NPS Program Activities:

1. Program Administration
2. Acquisition of Foreclosed Housing Units
3. Housing Rehabilitation/Reconstruction
4. Sale of NSP homes to first time homebuyers with incomes at or below 120% of AMI
5. Down Payment Assistance

# ANNUAL ACTION PLAN 2013-2014

## HOME Program

Urban County members will continue using HOME funds to address housing needs identified in the Consolidated Plan through:

- First Time Homebuyer Down Payment Assistance
- Housing Rehabilitation Programs
- Partnerships with affordable housing providers.

# Staff Recommendations

Take actions 1 - 7 as outlined in the Board of Supervisors Staff Report which include but not limited to closing the 30 day public comment period and hold a public hearing, authorize staff to incorporate any comments received during the public hearing, and approve the Fiscal Year 2013-2014 Annual Action Plan.



**CDBG PUBLIC SERVICE AGREEMENT**

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 AMERICAN RED CROSS STANISLAUS COUNTY (hereinafter referred to as "Organization") on July 1, 2013.

**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. 2013-157, 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 provide services under its Emergency Services 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, 2013, and end on June 30, 2014, 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 \$11,356, 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, 2013; (2) A second draw after December 15, 2013; (3) A third draw after March 15, 2014; (4) A fourth and final draw after June 15, 2014; provided, however, that all complete draw requests must be received before June 30, 2014.

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, 2014, 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 2012-2013 to be delivered to County by December 30, 2013. 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: American Red Cross Stanislaus County  
Rebecca Ciszek, Executive Director  
1230 6<sup>th</sup> Street  
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**

**American Red Cross Stanislaus County**

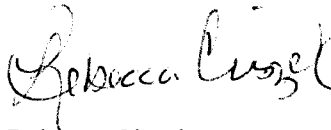
By:



Angela Freitas, Director  
Planning and Community Development

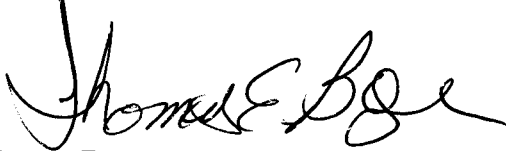
"County"

By:



Rebecca Ciszek  
~~Executive Director~~  
Stanislaus Regional Manager  
"Organization"

APPROVED AS TO FORM:



Thomas E. Boze  
Deputy County Counsel



EXIHIBIT A  
Stanislaus County  
Community Development Block Grant (CDBG)  
**Public Service Grant**  
For Fiscal Year 2013-2014

**A. Project Summary Page**

**A-1** Project Title: Emergency Response Shelter Services  
Amount Awarded **\$11,356**  
Total Project Cost \$97,428

**A-2** Agency : American Red Cross Capital Region Chapter  
Agency Address: 1230 6<sup>th</sup> Street, Modesto, CA 95354  
Phone: 209-523-6501 Fax: 209-523-3735  
Incorporated year: See attached Congressional Charter  
501(c) (3): 53-0196605:  Yes or  No Tax ID number: 53-0196605  
DUNS Number (9 digit No.): 157904962

**A-3** Contact Name: Rebecca Ciszek Title: Stanislaus Regional Manager  
Contact Address (if different than above): SAME  
Contact e-mail address: ciszekr@usa.redcross.org  
Contact Phone: 209-523-6501 Fax: 209-523-3735

**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 project: 128

**A-6** Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):

- Shelter tracking that includes days of stay and total bed nights per individual
- Client case management and client case follow-up

**A-7** Summarized Project Description:

The Emergency Response Shelter Services Program supports clients after a household fire or other justifiable unexpected event that makes a home uninhabitable (tree, vehicle collision, etc.). CDBG funding will help to insure that very low, low and moderately low-income households within the Stanislaus Consortium targeted communities have access to safe emergency motel shelter. Additional services include individualized case assessment to determine level of service needed, which include access to food, clothing and community resource contacts, referrals, recovery/relocation plans, emotional support systems and follow-up. This program provides immediate on-scene response and recovery case management and resource access.



## Exhibit B CDBG PUBLIC SERVICES BUDGET FY 2013-2014

Organization: American Red Cross

Project: Emergency Shelter Services Program

Project No: CDBG-

Date: 4-Jun-13

**BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:**

FY 2013-2014 Recommended Award based off of scoring criteria and funding availability.

Target number of unduplicated individuals is 128 for FY 2013-2014.

Budget Categories	Proposed Budget	County Approved Budget
<b>PERSONNEL COSTS</b>		
Salaries (See Exhibit C) \$	2,674.08	\$ 2,514.00
Fringe Benefits \$	401.11	\$ 502.00
<b>Subtotal</b> \$	<b>3,075.19</b>	<b>\$ 3,016.00</b>
<b>NON-PERSONNEL COSTS</b>		
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 (vehicle) \$	0.00	\$ 0.00
Supplies (Office): \$	0.00	\$ 0.00
Printing: \$	0.00	\$ 0.00
Rental/Maintenance Equipment: \$	0.00	\$ 0.00
Food: \$	0.00	\$ 0.00
Automobile/Transportation/Mileage: \$	0.00	\$ 0.00
Staff Training/Conferences: \$	0.00	\$ 0.00
Professional Fees (Parent Recruitment):	0.00	\$ 0.00
<b>Subtotal:</b> \$	<b>0.00</b>	<b>\$ 0.00</b>
<b>OTHER PROJECT COSTS</b>		
Emergency Lodging: \$	9,000.00	\$ 8,340.00
Shelter (motel lodging) : \$	0.00	\$ 0.00
<b>Subtotal:</b> \$	<b>9,000.00</b>	<b>\$ 8,340.00</b>
<b>GRAND TOTAL:</b> \$	<b>12,075.19</b>	<b>\$ 11,356.00</b>

**CDBG PUBLIC SERVICE AGREEMENT**

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 July 1, 2013.

**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. 2013-157, 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 provide services under its Ceres Nutrition and Meals 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, 2013, and end on June 30, 2014, 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 \$17,556, 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.

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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 2012-2013 to be delivered to County by December 30, 2013. 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  
Attention: 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:



Angela Freitas, Director  
Planning and Community Development

"County"

**CHILDREN'S CRISIS CENTER**

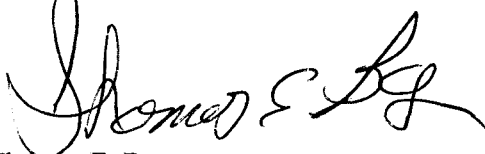
By:



Colleen Garcia  
Executive Director

"Organization"

APPROVED AS TO FORM:



Thomas E. Boze  
Deputy County Counsel



EXIHIBIT A  
Stanislaus County  
Community Development Block Grant (CDBG)  
**Public Service Grant**  
For Fiscal Year 2013-2014

**A. Project Summary Page**

A-1 Project Title: Ceres Child Nutrition and Meals Program  
Amount Awarded \$17,556  
Total Project Cost \$354,321

A-2 Agency : Children's Crisis Center  
Agency Address: 2004 Evans Rd. Ceres, CA 95307  
Phone: (209)577-0138 Fax: (209)577-4337  
Incorporated year: 1980 501(c)(3):  Yes or  No Tax ID number: 94-2686499  
DUNS Number (9 digit No.): 052995354

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  
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 to be served by project: 97

A-6 Other measurements of program success (*Ex: Number of Ind. provided Shelter, or Connected to Employment*):

- families assisted with enrollment in Cal Fresh
- families assisted with enrollment in WIC program
- families assisted with child enrollment in free and/or reduced school nutrition programs

A-7 Summarized Project Description:

The Nutrition and Meals Program will provide meals and nutritional opportunities to high risk disadvantaged children, ages birth to 17, residing within Stanislaus County who have been victimized by abuse, domestic violence and/or at-risk for or are experiencing homelessness. The program is an essential component of the Children's Crisis Center's support and shelter services, providing extremely low, very low, low and moderate households with education about and access to healthy well-balanced meals. The program provides breakfast, lunch and dinner and between meal snacks to children receiving respite care at one of the shelters as well as nutrition education to parents in conjunction with take home food baskets with recipes.



## Exhibit B CDBG PUBLIC SERVICES BUDGET FY 2013-2014

Organization: Children's Crisis Center

Project: Ceres Nutrition & Meals Program

Project No: CDBG-

Date: 4-Jun-13

**BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:**

FY 2013-2014 Recommended Award based off of scoring criteria and funding availability.

Target number of unduplicated individuals is 97 for FY 2013-2014.

Budget Categories	Proposed Budget	County Approved Budget
<b>PERSONNEL COSTS</b>		
Salaries (See Exhibit C) \$	17,400.00	\$ 14,956.00
Fringe Benefits \$	0.00	\$ 0.00
<b>Subtotal \$</b>	<b>17,400.00</b>	<b>\$ 14,956.00</b>
<b>NON-PERSONNEL COSTS</b>		
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 (vehicle) \$	0.00	\$ 0.00
Supplies (Office): \$	0.00	\$ 0.00
Printing: \$	0.00	\$ 0.00
Rental/Maintenance Equipment: \$	0.00	\$ 0.00
Food: \$	2,600.00	\$ 2,600.00
Automobile/Transportation/Mileage: \$	0.00	\$ 0.00
Staff Training/Conferences: \$	0.00	\$ 0.00
Professional Fees (Parent Recruitment): \$	0.00	\$ 0.00
<b>Subtotal: \$</b>	<b>2,600.00</b>	<b>\$ 2,600.00</b>
<b>OTHER PROJECT COSTS</b>		
Licensing Compliance: \$	0.00	\$ 0.00
Shelter (motel lodging) : \$	0.00	\$ 0.00
<b>Subtotal: \$</b>	<b>0.00</b>	<b>\$ 0.00</b>
<b>GRAND TOTAL: \$</b>	<b>20,000.00</b>	<b>\$ 17,556.00</b>



**CDBG PUBLIC SERVICE AGREEMENT**

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 July 1, 2013.

**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. 2013-157, 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 provide services under its Ceres Infant Respite Shelter 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, 2013, and end on June 30, 2014, 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 \$20,000, 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, 2013; (2) A second draw after December 15, 2013; (3) A third draw after March 15, 2014; (4) A fourth and final draw after June 15, 2014; provided, however, that all complete draw requests must be received before June 30, 2014.

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, 2014, 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.

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(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.

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## **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  
Attention: 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:   
Angela Freitas, Director  
Planning and Community Development

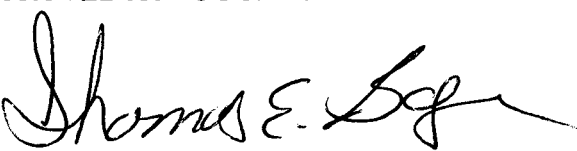
"County"

CHILDREN'S CRISIS CENTER

By:   
Colleen Garcia  
Executive Director

"Organization"

APPROVED AS TO FORM:

  
Thomas E. Boze  
Deputy County Counsel





EXIHIBIT A  
Stanislaus County  
Community Development Block Grant (CDBG)  
**Public Service Grant**  
For Fiscal Year 2013-2014

**A. Project Summary Page**

A-1 Project Title: Ceres Infant Respite Shelter Program  
Amount Awarded \$20,000  
Total Project Cost \$354,321

A-2 Agency : Children's Crisis Center  
Agency Address: 2004 Evans Rd. Ceres, CA 95307  
Phone: (209)577-0138 Fax: (209)577-4337  
Incorporated year: 1980 501(c)(3):  Yes or  No Tax ID number: 94-2686499  
DUNS Number (9 digit No.): 052995354

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: garcia@childrenscrisiscenter.com  
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 to be served by project: 108

A-6 Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):

- No. of children assessed developmental growth
- No. of children who received on-site health screenings
- No. of children connected to state preschool program
- No. of parents assisted with job hunting/employment opportunities
- No. of parents assisted with educational pursuits/advancements

A-7 Summarized Project Description:

This program, located at a new site in the city of Ceres, provides emergency respite day-time and overnight shelter, and specialized care to young children, age newborn to 6 years, who have undergone traumas stemming from exposure to domestic violence, substance abuse, poverty, mental illness or homelessness. They are likely to be frightened, suffering poor hygiene and displaying disrupted development. Without intervention, they face an increased risk for further abuse, chronic illness, developmental delays, emotional disturbance, mental health afflictions and future academic failures. This project will employ specialized caregivers to tend to each child's physical, emotional and therapeutic needs. These caregivers will have been educated and trained in early child development, disaster preparedness, and crisis intervention. Caregivers will focus on early intervention, and developmental advancement. Behavioral screenings, health exams, and developmental assessments will be facilitated and administered on-site through this project.



## Exhibit B CDBG PUBLIC SERVICES BUDGET FY 2013-2014

Organization: Children's Crisis Center

Project: Ceres Shelter

Project No: CDBG-

Date: 4-Jun-13

**BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:**

FY 2013-2014 Recommended Award based off of scoring criteria and funding availability.

Target number of unduplicated individuals is 108 for FY 2013-2014.

Budget Categories	Proposed Budget	County Approved Budget
<b>PERSONNEL COSTS</b>		
Salaries (See Exhibit C) \$	17,400.00	\$ 17,400.00
Fringe Benefits \$	0.00	\$ 0.00
<b>Subtotal \$</b>	<b>17,400.00</b>	<b>\$ 17,400.00</b>
<b>NON-PERSONNEL COSTS</b>		
Rent/Lease of Space ( <i>project only</i> ): \$	0.00	\$ 0.00
Janitorial: \$	0.00	\$ 0.00
Utilities: \$	2,000.00	\$ 2,600.00
Telephone/Internet Services: \$	0.00	\$ 0.00
Insurance (vehicle) \$	0.00	\$ 0.00
Supplies (Office): \$	0.00	\$ 0.00
Printing: \$	0.00	\$ 0.00
Rental/Maintenance Equipment: \$	0.00	\$ 0.00
Food: \$	0.00	\$ 0.00
Automobile/Transportation/Mileage: \$	0.00	\$ 0.00
Staff Training/Conferences: \$	0.00	\$ 0.00
Professional Fees (Parent Recruitment):	0.00	\$ 0.00
<b>Subtotal: \$</b>	<b>2,000.00</b>	<b>\$ 2,600.00</b>
<b>OTHER PROJECT COSTS</b>		
Licensing Compliance: \$	600.00	\$ 0.00
Shelter (motel lodging) : \$	0.00	\$ 0.00
<b>Subtotal: \$</b>	<b>600.00</b>	<b>\$ 0.00</b>
<b>GRAND TOTAL: \$</b>	<b>20,000.00</b>	<b>\$ 20,000.00</b>

**CDBG PUBLIC SERVICE AGREEMENT**

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 July 1, 2013.

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. 2013-157, 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 provide services under its Oakdale Child Shelter 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, 2013, and end on June 30, 2014, 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 \$20,000, 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, 2013; (2) A second draw after December 15, 2013; (3) A third draw after March 15, 2014; (4) A fourth and final draw after June 15, 2014; provided, however, that all complete draw requests must be received before June 30, 2014.

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, 2014, 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 2012-2013 to be delivered to County by December 30, 2013. 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.**

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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  
Attention: 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:



Angela Freitas, Director  
Planning and Community Development

"County"

**CHILDREN'S CRSIS CENTER**

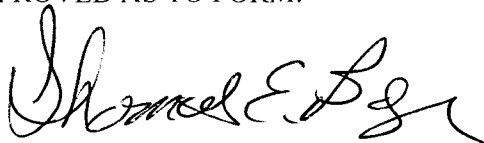
By:



Colleen Garcia  
Executive Director

"Organization"

APPROVED AS TO FORM:



Thomas E. Boze  
Deputy County Counsel



EXHIBIT A  
Stanislaus County  
Community Development Block Grant (CDBG)  
**Public Service Grant**  
For Fiscal Year 2013-2014

**A. Project Summary Page**

**A-1** Project Title: Oakdale Child Shelter Program  
Amount Awarded \$20,000  
Total Project Cost \$286,441

**A-2** Agency : Children's Crisis Center  
Agency Address: 246 West F St. Oakdale, CA 95361  
Phone: (209)577-0138 Fax: (209)577-4337  
Incorporated year: 1980 501(c)(3):  Yes or  No Tax ID number: 94-2686499  
DUNS Number (9 digit No.): 052995354

**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  
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 to be served by project: 182

**A-6** Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):

- No. of children assessed developmental growth
- No. of children who received on-site health screenings
- No. of children connected to state preschool program
- No. of parents assisted with job hunting/employment opportunities
- No. of parents assisted with educational pursuits/advancements

**A-7** Summarized Project Description:

This program provides shelter opportunities and specialized care for an impoverished population of high risk infant and toddlers from the communities of Oakdale, Waterford, Valley Home Hickman, Empire, and Hughson. This project will offer emergency shelter and protective care to children, age newborn to 3 years, who are victims of domestic violence, familial abuse, and/or homelessness. This target population will consist of infants and toddlers from families living in low income households, experiencing numerous social and economic challenges, who have undergone traumas stemming from exposure to domestic violence, substance abuse, poverty, mental illness or homelessness. They are likely to be frightened, suffering poor hygiene and displaying indications of disrupted development. Without intervention, these vulnerable children face an increased risk for serious abuse, neglect, chronic illness, developmental delays, emotional disturbance, mental health afflictions and future academic failures. This project will employ specialized caregivers to tend to each young child's physical, emotional and therapeutic needs. Caregivers will have advanced education and training in early child development, disaster preparedness, and crisis intervention. Caregivers will focus on early intervention, and developmental advancement. Behavioral screenings, health exams, and developmental assessments will be facilitated and administered on-site through this project.



## Exhibit B CDBG PUBLIC SERVICES BUDGET FY 2013-2014

Organization: Children's Crisis Center

Project: Oakdale Shelter

Project No: CDBG-

Date: 4-Jun-13

**BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:**

FY 2013-2014 Recommended Award based off of scoring criteria and funding availability.

Target number of unduplicated individuals is 182 for FY 2013-2014.

Budget Categories	Proposed Budget	County Approved Budget
<b>PERSONNEL COSTS</b>		
Salaries (See Exhibit C) \$	17,400.00	\$ 17,400.00
Fringe Benefits \$	0.00	\$ 0.00
<b>Subtotal \$</b>	<b>17,400.00</b>	<b>\$ 17,400.00</b>
<b>NON-PERSONNEL COSTS</b>		
Rent/Lease of Space ( <i>project only</i> ): \$	0.00	\$ 0.00
Janitorial: \$	0.00	\$ 0.00
Utilities: \$	600.00	\$ 600.00
Telephone/Internet Services: \$	0.00	\$ 0.00
Insurance (vehicle) \$	0.00	\$ 0.00
Supplies (Office): \$	0.00	\$ 0.00
Printing: \$	0.00	\$ 0.00
Rental/Maintenance Equipment: \$	0.00	\$ 0.00
Food: \$	1,500.00	\$ 2,000.00
Automobile/Transportation/Mileage: \$	0.00	\$ 0.00
Staff Training/Conferences: \$	0.00	\$ 0.00
Professional Fees (Parent Recruitment):	0.00	\$ 0.00
<b>Subtotal: \$</b>	<b>2,100.00</b>	<b>\$ 2,600.00</b>
<b>OTHER PROJECT COSTS</b>		
Licensing Compliance: \$	500.00	\$ 0.00
Shelter (motel lodging) : \$	0.00	\$ 0.00
<b>Subtotal: \$</b>	<b>500.00</b>	<b>\$ 0.00</b>
<b>GRAND TOTAL: \$</b>	<b>20,000.00</b>	<b>\$ 20,000.00</b>

**CDBG PUBLIC SERVICE AGREEMENT**

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 COURT APPOINTED SPECIAL ADVOCATES (CASA) OF STANISLAUS COUNTY (hereinafter referred to as "Organization") on July 1, 2013.

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. 2013-157, 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 provide services under its Direct Services 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, 2013, and end on June 30, 2014, 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 \$11,286, 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, 2013; (2) A second draw after December 15, 2013; (3) A third draw after March 15, 2014; (4) A fourth and final draw after June 15, 2014; provided, however, that all complete draw requests must be received before June 30, 2014.

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, 2014, 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 2012-2013 to be delivered to County by December 30, 2013. 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.

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**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. .

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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.).

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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.

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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.

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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: Court Appointed Special Advocates (CASA) of Stanislaus County  
Steve Ashman, Executive Director  
P.O. Box 3488  
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**

**Court Appointed Special Advocates of Stanislaus County**

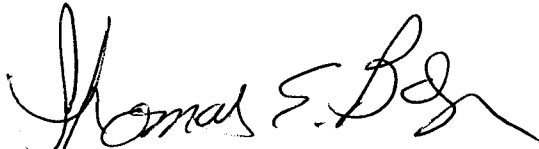
By:   
Angela Freitas, Director  
Planning and Community Development

By:   
Steve Ashman  
Executive Director

"County"

"Organization"

APPROVED AS TO FORM:

  
Thomas E. Boze  
Deputy County Counsel



EXIHIBIT A  
Stanislaus County  
Community Development Block Grant (CDBG)  
**Public Service Grant**  
For Fiscal Year 2013-2014

**A. Project Summary Page**

A-1 Project Title: Direct Services  
Amount Awarded **\$11,286**  
Total Project Cost \$143,000

A-2 Agency : Court Appointed Special Advocates (CASA)  
Agency Address: POB 3488 Modesto, CA 95353  
Phone:209.548.6320 Fax:209.236.7792  
Incorporated year:2002 501(c)(  ):  Yes or  No Tax ID number: 91-2168629  
DUNS Number (9 digit No.): 157112215

A-3 Contact Name: Steve Ashman Title: Executive Director  
Contact Address (if different than above): Same as above  
Contact e-mail address: casaed@stanct.org  
Phone:209.548.6320 Fax:209.236.7792

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 project: 15

A-6 Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):

- Numbers of children served and advocates recruited.

A-7 Summarized Project Description:

CASA connects youth in foster care with case managers who advocate for them throughout their time in the foster care system. At-risk youth in the foster care system are referred to CASA by the Stanislaus County Superior Court to provide advocacy services for children in dependency. The advocate works with everyone involved and makes independent, informed recommendations on the child's behalf directly to the Judge who makes all orders regarding the case. The dedication of CASA volunteers allows judges to ensure successful outcomes for children. For many abused children, their CASA volunteer will be the one constant adult presence in their lives. Independent research has demonstrated that children with a CASA volunteer are substantially less likely to spend time in long-term foster care and less likely to reenter care.



## Exhibit B CDBG PUBLIC SERVICES BUDGET FY 2013-2014

Organization: CASA

Project: Direct Services

Project No: CDBG-

Date: 4-Jun-13

**BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:**

FY 2013-2014 Recommended Award based off of scoring criteria and funding availability.

Target number of unduplicated individuals is 15 for FY 2013-2014.

Budget Categories	Proposed Budget	County Approved Budget
<b>PERSONNEL COSTS</b>		
Salaries (See Exhibit C) \$	13,000.00	\$ 9,405.00
Fringe Benefits \$	2,000.00	\$ 1,881.00
<b>Subtotal</b> \$	<b>15,000.00</b>	<b>\$ 11,286.00</b>
<b>NON-PERSONNEL COSTS</b>		
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 (vehicle) \$	0.00	\$ 0.00
Supplies (Office): \$	0.00	\$ 0.00
Printing: \$	0.00	\$ 0.00
Rental/Maintenance Equipment: \$	0.00	\$ 0.00
Food: \$	0.00	\$ 0.00
Automobile/Transportation/Mileage: \$	0.00	\$ 0.00
Staff Training/Conferences: \$	0.00	\$ 0.00
Professional Fees (Parent Recruitment):	0.00	\$ 0.00
<b>Subtotal:</b> \$	<b>0.00</b>	<b>\$ 0.00</b>
<b>OTHER PROJECT COSTS</b>		
Utility Assistance: \$	0.00	\$ 0.00
Shelter (motel lodging) : \$	0.00	\$ 0.00
<b>Subtotal:</b> \$	<b>0.00</b>	<b>\$ 0.00</b>
<b>GRAND TOTAL:</b> \$	<b>15,000.00</b>	<b>\$ 11,286.00</b>

**CDBG PUBLIC SERVICE AGREEMENT**

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 HEALTHY AGING ASSOCIATION (hereinafter referred to as "Organization") on July 1, 2013.

**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. 2013-157, 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 provide services under its Young at Heart 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, 2013, and end on June 30, 2014, 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 \$17,556, 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, 2013; (2) A second draw after December 15, 2013; (3) A third draw after March 15, 2014; (4) A fourth and final draw after June 15, 2014; provided, however, that all complete draw requests must be received before June 30, 2014.

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, 2014, 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 2012-2013 to be delivered to County by December 30, 2013. 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.

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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: Healthy Aging Association  
Attn.: Diana Olsen, Executive Director  
121 Downey Ave. Suite 121  
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**

**HEALTHY AGING ASSOCIATION**

By:



Angela Freitas, Director  
Planning and Community Development

"County"

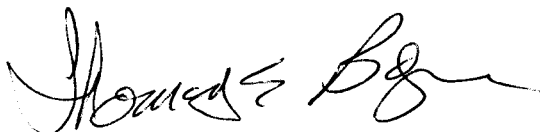
By:



Diana Olsen  
Executive Director

"Organization"

APPROVED AS TO FORM:



Thomas E. Boze  
Deputy County Counsel



EXIHIBIT A  
Stanislaus County  
Community Development Block Grant (CDBG)  
**Public Service Grant**  
For Fiscal Year 2013-2014

**A. Project Summary Page**

A-1 Project Title: Young at Heart Program

Amount Awarded **\$17,556**

Total Project Cost \$109,613

A-2 Agency: Healthy Aging

Agency Address: 121 Downey Ave. Suite 102, Modesto CA 95354

Phone: (209)523-2800 Fax: (209)578-8648

Incorporated year: 2000 501(c)(3):  Yes or  No Tax ID number: 77-0546574

DUNS Number (9 digit No.): 02-471-4888

A-3 Contact Name: Diana Olsen Title: Executive Director

Contact Address (if different than above): same

Contact e-mail address: dolsen8333@aol.com

Contact Phone: (209)523-2800 Fax: (209)578-8646

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 project: 201

A-6 Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):

- Number of seniors who participate in exercise classes two to three times per week
- Number of seniors who are provided Nutrition Education and Fall Prevention Education.

A-7 Summarized Project Description:

The "Young at Heart" Program provides strength training and exercise, fall prevention, and health education outreach to seniors 62 and over in the cities Oakdale, Waterford, Hughson, Ceres, Grayson/Westley, Patterson and Newman. The classes are provided two to three times a week in the above listed cities. Health Education and Outreach will also be provided to other unincorporated areas within Stanislaus County. The programs are designed to improve the prevention, early intervention, treatment and management of chronic conditions by providing community-based health and wellness resources for Stanislaus County's low-income and at-risk seniors and disabled individuals at no cost. The classes are available in multiple neighborhoods throughout the county to reduce the barriers to participation by seniors who do not have access to transportation.



**Exhibit B  
CDBG PUBLIC SERVICES BUDGET  
FY 2013-2014**

**Organization:** Healthy Aging

**Project:** Young at Heart Program

**Project No:** CDBG-

**Date:** 4-Jun-13

**BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:**

FY 2013-2014 Recommended Award based off of scoring criteria and funding availability.

Target number of unduplicated individuals is 201 for FY 2013-2014.

Budget Categories	Proposed Budget	County Approved Budget
<b>PERSONNEL COSTS</b>		
Salaries (See Exhibit C) \$	17,232.00	\$ 14,100.00
Fringe Benefits \$	2,144.00	\$ 2,820.00
<b>Subtotal \$</b>	<b>19,376.00</b>	<b>\$ 16,920.00</b>
<b>NON-PERSONNEL COSTS</b>		
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 (vehicle) \$	0.00	\$ 0.00
Supplies (Office): \$	624.00	\$ 636.00
Printing: \$	0.00	\$ 0.00
Rental/Maintenance Equipment: \$	0.00	\$ 0.00
Food: \$	0.00	\$ 0.00
Automobile/Transportation/Mileage: \$	0.00	\$ 0.00
Staff Training/Conferences: \$	0.00	\$ 0.00
Professional Fees (Parent Recruitment):	0.00	\$ 0.00
<b>Subtotal: \$</b>	<b>624.00</b>	<b>\$ 636.00</b>
<b>OTHER PROJECT COSTS</b>		
Licensing Compliance: \$	0.00	\$ 0.00
Shelter (motel lodging) : \$	0.00	\$ 0.00
<b>Subtotal: \$</b>	<b>0.00</b>	<b>\$ 0.00</b>
<b>GRAND TOTAL: \$</b>	<b>20,000.00</b>	<b>\$ 17,556.00</b>



CDBG PUBLIC SERVICE AGREEMENT

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 HOWARD TRAINING CENTER (hereinafter referred to as "Organization") on July 1, 2013.

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. 2013-157, 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 provide services under its Senior Meals 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, 2013, and end on June 30, 2014, 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 \$20,000, 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, 2013; (2) A second draw after December 15, 2013; (3) A third draw after March 15, 2014; (4) A fourth and final draw after June 15, 2014; provided, however, that all complete draw requests must be received before June 30, 2014.

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, 2014, 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 2012-2013 to be delivered to County by December 30, 2013. 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: The Howard Training Center  
Attention: Claudia Miller, Executive Director  
1424 Stonum Road  
Modesto, CA 95351

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:

  
Angela Freitas, Director  
Planning and Community Development

"County"

**THE HOWARD TRAINING CENTER**

By:

  
 Claudia Miller  
Executive Director

"Organization"

APPROVED AS TO FORM:

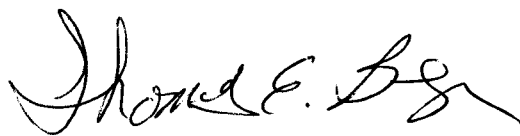
  
Thomas E. Boze  
Deputy County Counsel





EXHIBIT A  
Stanislaus County  
Community Development Block Grant (CDBG)  
**Public Service Grant**  
For Fiscal Year 2013-2014

**A. Project Summary Page**

A-1 Project Title: **Senior Meals Program**  
Amount Awarded **\$20,000**  
Total Project Cost **\$1,119,242**

A-2 Agency: **Howard Training Center**  
Agency Address: 2414 Stonum Road, Modesto Ca 95351  
Phone: 209.538.4000 / 209.593.5630 Fax: 209.593.5674  
Incorporated year: 1953 501(c)(3):  Yes or  No Tax ID number: 94-6033763  
DUNS Number (9 digit No.): 09-593-5615

A-3 Contact Name: Joe Machado Title: Director of Operations  
Contact Address (if different than above): \_\_\_\_\_  
Contact e-mail address: jmachado@howardtrainingcenter.com  
Contact Phone: 209.593.5630 Fax: 209.593.5475

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 project: **491**

A-6 Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):

- Number of meals provided to home bound senior's homes
- Number of meals provided to seniors at congregate meal sites

A-7 Summarized Project Description:

The Senior Meal Program provides fresh hot or frozen meals, Monday through Friday, to Seniors 62 years and older residing within eligible Stanislaus Urban County areas. For seniors who are not able to leave their home due to emotional or health problems a meal is delivered to their door. Congregate Meal Sites are available in seven Urban County locations: Oakdale, Newman, Hughson, Patterson, Ceres, Waterford, and Westley-Grayson. The Congregate Meal Sites offer a nutritious hot meal, socialization, and opportunities to remain engaged in the community. The Senior Meal Program targets seniors in the following categories: low income, ethnic minority, frail elderly and individuals with disabilities, and rural and otherwise isolated individuals. Meals provided to seniors help them remain healthy, regain health after an illness/injury, and facilitate them being able to remain independent. Each meal provides 1/3<sup>rd</sup> the daily nutritional requirements for a senior. The Programs help seniors extend their food budget, while receiving a well-balanced meal. Nutritional education is provided at least four times each year to help seniors implement strategies to address health problems and remain healthy.



## Exhibit B CDBG PUBLIC SERVICES BUDGET FY 2013-2014

**Organization:** Howard Training Center

**Project:** Senior Meals Program

**Project No:** CDBG-

**Date:** 4-Jun-13

**BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:**

FY 2013-2014 Recommended Award based off of scoring criteria and funding availability.

Target number of unduplicated individuals is 491 for FY 2013-2014.

Budget Categories	Proposed Budget	County Approved Budget
<b>PERSONNEL COSTS</b>		
Salaries (See Exhibit C) \$	0.00	\$ 0.00
Fringe Benefits \$	0.00	\$ 0.00
<b>Subtotal \$</b>	<b>0.00</b>	<b>\$ 0.00</b>
<b>NON-PERSONNEL COSTS</b>		
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 (vehicle) \$	0.00	\$ 0.00
Supplies (Office): \$	0.00	\$ 0.00
Printing: \$	0.00	\$ 0.00
Rental/Maintenance Equipment: \$	0.00	\$ 0.00
Food: \$	20,000.00	\$ 20,000.00
Automobile/Transportation/Mileage: \$	0.00	\$ 0.00
Staff Training/Conferences: \$	0.00	\$ 0.00
Professional Fees (Parent Recruitment):	0.00	\$ 0.00
<b>Subtotal: \$</b>	<b>20,000.00</b>	<b>\$ 20,000.00</b>
<b>OTHER PROJECT COSTS</b>		
Licensing Compliance: \$	0.00	\$ 0.00
Shelter (motel lodging) : \$	0.00	\$ 0.00
<b>Subtotal: \$</b>	<b>0.00</b>	<b>\$ 0.00</b>
<b>GRAND TOTAL: \$</b>	<b>20,000.00</b>	<b>\$ 20,000.00</b>

**CDBG PUBLIC SERVICE AGREEMENT**

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 NATIONAL ALLIANCE FOR THE MENTALLY ILL STANISLAUS (hereinafter referred to as "Organization") on July 1, 2013.

**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. 2013-157, 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 provide services under its Connections and Peer to Peer 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, 2013, and end on June 30, 2014, 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 \$5,498 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, 2013; (2) A second draw after December 15, 2013; (3) A third draw after March 15, 2014; (4) A fourth and final draw after June 15, 2014; provided, however, that all complete draw requests must be received before June 30, 2014.

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, 2014, 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 2012-2013 to be delivered to County by December 30, 2013. 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: National Alliance for the Mentally Ill Stanislaus  
Attention: Joyce Plis, Treasurer  
P.O. Box 4120  
Modesto, CA 95352

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

NATIONAL ALLIANCE FOR THE MENTALLY  
ILL STANISLAUS

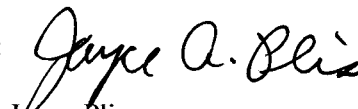
By:



Angela Freitas, Director  
Planning and Community Development

"County"

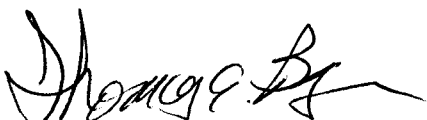
By:



Joyce Plis  
Treasurer

"Organization"

APPROVED AS TO FORM:



Thomas E. Boze  
Deputy County Counsel



EXHIBIT A  
Stanislaus County  
Community Development Block Grant (CDBG)  
**Public Service Grant**  
For Fiscal Year 2013-2014

**A. Project Summary Page**

A-1 Project Title: **Connections and Peer to Peer**  
Amount Awarded **\$5,498**  
Total Project Cost **\$9,682**

A-2 Agency: **National Alliance for the Mentally Ill Stanislaus**  
Agency Address: **500 North 9<sup>th</sup> St., Modesto, CA 95350**  
Phone: **(209)558-4555** Fax: **(209)558-4590**  
Incorporated year: **2002** 501(c)(3):  Yes or  No Tax ID number: **77-0412286**  
DUNS Number (9 digit No.): \_\_\_\_\_

A-3 Contact Name: **Joyce Plis** Title: **Treasurer**  
Contact Address (if different than above): **P.O. Box 4120, Modesto, CA 95352**  
Contact e-mail address: **name@namiStanislaus.org**  
Contact Phone: **(209)380-2951 (Cell)** Fax: **(209)558-4590**

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 project: **30**

A-6 Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):

- Number of participants who will be able to better manage their mental health symptoms
- Number of participants who will be less likely to become homeless
- Number of participants who will live more independently

A-7 Summarized Project Description:

NAMI Stanislaus plans will train four new "Connections" support group facilitators and hold a 10-week "Peer to Peer" class for persons diagnosed with mental illness. Outreach efforts will be focused on the City of Oakdale and the City of Newman. NAMI Stanislaus' Connections & Peer to Peer programs seeks to increase the self-sufficiency and quality of life of individuals with severe mental illness such as schizophrenia, bipolar disorder, clinical depression, or post-traumatic stress disorder as well as other major mental disorders. Persons struggling with mental illness frequently do not seek treatment or often stop treatment. Usually this causes isolation and recovery relapse which can lead to repeat urgent hospitalization, homelessness, or even suicide. The Connections & Peer to Peer programs encourages consumers to follow their prescribed treatment plan with the message that "Recovery is Possible."



## Exhibit B CDBG PUBLIC SERVICES BUDGET FY 2012-2013

Organization: NAMI

Project: Connections & Peer to Peer

Project No: CDBG-

Date: 4-Jun-13

**BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:**

FY 2012-2013 Recommended Award based off of scoring criteria and funding availability.

Target number of unduplicated individuals is 30 for FY 2012-2013.

Budget Categories	Proposed Budget	County Approved Budget
<b>PERSONNEL COSTS</b>		
Salaries (See Exhibit C) \$	1,000.00	\$ 1,500.00
Fringe Benefits \$	0.00	\$ 0.00
<b>Subtotal</b> \$	<b>1,000.00</b>	<b>\$ 1,500.00</b>
<b>NON-PERSONNEL COSTS</b>		
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: \$	480.00	\$ 550.00
Insurance (vehicle) \$	0.00	\$ 0.00
Supplies (Office): \$	120.00	\$ 200.00
Printing: \$	164.00	\$ 180.00
Rental/Maintenance Equipment: \$	0.00	\$ 0.00
Food: \$	120.00	\$ 120.00
Automobile/Transportation/Mileage: \$	600.00	\$ 600.00
Staff Training/Conferences: \$	1,900.00	\$ 2,348.00
Professional Fees (Parent Recruitment):	0.00	\$ 0.00
<b>Subtotal:</b> \$	<b>3,384.00</b>	<b>\$ 3,998.00</b>
<b>OTHER PROJECT COSTS</b>		
Other: \$	4,384.00	\$ 0.00
Shelter (motel lodging) : \$	0.00	\$ 0.00
<b>Subtotal:</b> \$	<b>4,384.00</b>	<b>\$ 0.00</b>
<b>GRAND TOTAL:</b> \$	<b>8,768.00</b>	<b>\$ 5,498.00</b>

**CDBG PUBLIC SERVICE AGREEMENT**

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 PARENT RESOURCE CENTER (hereinafter referred to as "Organization") on July 1, 2013.

**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. 2013-157, 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 provide services under its Airport Neighborhood Family Resource Center 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, 2013, and end on June 30, 2014, 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 \$10,000 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, 2013; (2) A second draw after December 15, 2013; (3) A third draw after March 15, 2014; (4) A fourth and final draw after June 15, 2014; provided, however, that all complete draw requests must be received before June 30, 2014.

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, 2014, 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 2012-2013 to be delivered to County by December 30, 2013. 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: Parent Resource Center  
Attention: Lisa Root, Interim Executive Director  
811 5<sup>th</sup> St.  
Modesto, CA 95351


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.

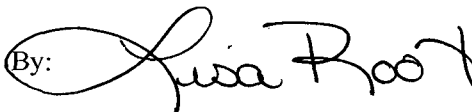
12.10 **Authorization.** Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement 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**

**PARENT RESOURCE CENTER**

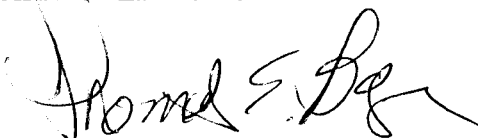
By:   
Angela Freitas, Director  
Planning and Community Development

By:   
Lisa Root  
Interim Executive Director

"County"

"Organization"

APPROVED AS TO FORM:

  
Thomas E. Boze  
Deputy County Counsel



EXIHIBIT A  
Stanislaus County  
Community Development Block Grant (CDBG)  
**Public Service Grant**  
For Fiscal Year 2013-2014

**A. Project Summary Page**

A-1 Project Title: **Airport Neighborhood Partnership**  
Amount Awarded **\$10,000**  
Total Project Cost **\$137,667**

A-2 Agency: **Parent Resource Center**  
Agency Address: 811 5<sup>th</sup> Street Modesto, CA 95351  
Phone: 209.549.8193 Fax: 209.576.8718  
Incorporated year: 1992 501(c)(3):  Yes or  No Tax ID number: 77-0324466  
DUNS Number (9 digit No.): 84-9394424

A-3 Contact Name: Lisa Root Title: Interim Executive Director  
Contact Address (if different than above): same  
Contact e-mail address: rootl@prcfamilies.org  
Contact Phone: same Fax: same

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 project: **70**

A-6 Other measurements of program success (*Ex: Number of Ind. provided Shelter, or Connected to Employment*):

- Number of participants who agree that the program is sensitive to their cultural background
- Number of participants who report an increase in their understanding of nurturing parenting concepts upon exiting the program

A-7 Summarized Project 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.



**Exhibit B**  
**CDBG PUBLIC SERVICES BUDGET**  
**FY 2013-2014**

**Organization:** Parent Resource Center

**Project:** Airport Neighborhood Partnership

**Project No:** CDBG-

**Date:** 27-Jun-13

**BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:**

FY 2013-2014 Recommended Award based off of scoring criteria and funding availability.

Target number of unduplicated individuals is 70 for FY 2013-2014.

Budget Categories	Proposed Budget	County Approved Budget
<b>PERSONNEL COSTS</b>		
Salaries (See Exhibit C) \$	16,596.00	\$ 8,334.00
Fringe Benefits \$	3,319.20	\$ 1,666.00
<b>Subtotal \$</b>	<b>19,915.20</b>	<b>\$ 10,000.00</b>
<b>NON-PERSONNEL COSTS</b>		
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 (vehicle) \$	0.00	\$ 0.00
Supplies (Office): \$	0.00	\$ 0.00
Printing: \$	0.00	\$ 0.00
Rental/Maintenance Equipment: \$	0.00	\$ 0.00
Food: \$	0.00	\$ 0.00
Automobile/Transportation/Mileage: \$	0.00	\$ 0.00
Staff Training/Conferences: \$	0.00	\$ 0.00
Professional Fees (Parent Recruitment):	0.00	\$ 0.00
<b>Subtotal: \$</b>	<b>0.00</b>	<b>\$ 0.00</b>
<b>OTHER PROJECT COSTS</b>		
Bus Passes: \$	0.00	\$ 0.00
Shelter (motel lodging) : \$	0.00	\$ 0.00
<b>Subtotal: \$</b>	<b>0.00</b>	<b>\$ 0.00</b>
<b>GRAND TOTAL: \$</b>	<b>19,915.20</b>	<b>\$ 10,000.00</b>

**CDBG PUBLIC SERVICE AGREEMENT**

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 SALVATION ARMY RED SHIELD (hereinafter referred to as "Organization") on July 1, 2013.

**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. 2013-157, 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 provide services under its Tutoring and Mentoring 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, 2013, and end on June 30, 2014, 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 \$16,894, 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, 2013; (2) A second draw after December 15, 2013; (3) A third draw after March 15, 2014; (4) A fourth and final draw after June 15, 2014; provided, however, that all complete draw requests must be received before June 30, 2014.

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(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.

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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 2012-2013 to be delivered to County by December 30, 2013. 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: The Salvation Army Red Shield  
Attention: Lt. Caroline Rowe, Director  
1649 Las Vegas Blvd.  
Modesto, CA 95358

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**

**THE SALVATION ARMY RED SHIELD**

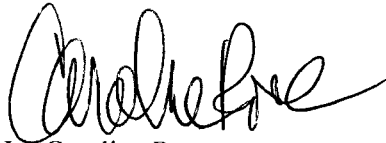
By:



Angela Freitas, Director  
Planning and Community Development

"County"

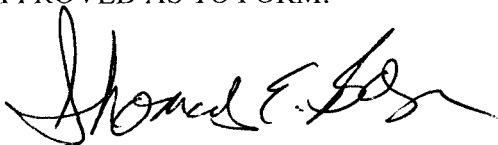
By:



Lt. Caroline Rowe  
Director

"Organization"

APPROVED AS TO FORM:



Thomas E. Boze  
Deputy County Counsel



EXIHIBIT A  
Stanislaus County  
Community Development Block Grant (CDBG)  
**Public Service Grant**  
For Fiscal Year 2013-2014

**A. Project Summary Page**

A-1 Project Title: Tutoring and Mentoring Program  
Amount Awarded \$16,894  
Total Project Cost \$50,952

A-2 Agency: The Salvation Army Red Shield  
Agency Address: 1649 Las Vegas Blvd., Modesto CA 95358  
Phone: (209)538-7111 Fax: (209)538-0724  
Incorporated year: 1949 501(c)(3):  Yes or  No Tax ID number: 94-1156347  
DUNS Number (9 digit No.): 07-462-9460

A-3 Contact Name: Lt. Caroline Rowe Title: Director - Officer  
Contact Address (if different than above): \_\_\_\_\_  
Contact e-mail address: caroline.rowe@usw.salvationarmy.org  
Contact Phone: (209)262-0479 Fax: \_\_\_\_\_

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 project: 123

A-6 Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):

- Improvements in the grades and graduation rates in the community of south Modesto

A-7 Summarized Project Description:

This program offers low-income children attending the Red Shield's Youth Center located in South Modesto additional help with their homework. Each student enrolled in the program receives an assessment so focus can be brought to the areas where each student needs the most assistance. In the case where no homework is given, the children work on level appropriate packets of work that have been prepared by a licensed teacher. The tutoring center also offers students participating in the program access to books in the library, and to computers in the computer lab.



**Exhibit B**  
**CDBG PUBLIC SERVICES BUDGET**  
**FY 2013-2014**

**Organization:** Salvation Army Red Shield

**Project:** Tutoring & Mentoring Program

**Project No:** CDBG-

**Date:** 4-Jun-13

**BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:**

FY 2013-2014 Recommended Award based off of scoring criteria and funding availability.

Target number of unduplicated individuals is 123 for FY 2013-2014.

Budget Categories	Proposed Budget	County Approved Budget
<b>PERSONNEL COSTS</b>		
Salaries (See Exhibit C) \$	15,396.00	\$ 13,444.00
Fringe Benefits \$	0.00	\$ 0.00
<b>Subtotal \$</b>	<b>15,396.00</b>	<b>\$ 13,444.00</b>
<b>NON-PERSONNEL COSTS</b>		
Rent/Lease of Space ( <i>project only</i> ): \$	0.00	\$ 0.00
Janitorial: \$	0.00	\$ 0.00
Utilities: \$	1,000.00	\$ 900.00
Telephone/Internet Services: \$	0.00	\$ 0.00
Insurance (vehicle) \$	0.00	\$ 0.00
Supplies (Office): \$	1,250.00	\$ 1,150.00
Printing: \$	750.00	\$ 650.00
Rental/Maintenance Equipment: \$	0.00	\$ 0.00
Food: \$	0.00	\$ 0.00
Automobile/Transportation/Mileage: \$	0.00	\$ 0.00
Staff Training/Conferences: \$	0.00	\$ 0.00
Professional Fees (Parent Recruitment):	0.00	\$ 0.00
<b>Subtotal: \$</b>	<b>3,000.00</b>	<b>\$ 2,700.00</b>
<b>OTHER PROJECT COSTS</b>		
Stocking of SAY Store: \$	850.00	\$ 750.00
Shelter (motel lodging) : \$	0.00	\$ 0.00
<b>Subtotal: \$</b>	<b>850.00</b>	<b>\$ 750.00</b>
<b>GRAND TOTAL: \$</b>	<b>19,246.00</b>	<b>\$ 16,894.00</b>



**CDBG PUBLIC SERVICE AGREEMENT**

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 SECOND HARVEST FOOD BANK OF SAN JOAQUIN AND STANISLAUS COUNTIES (hereinafter referred to as "Organization") on July 1, 2013.

**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. 2013-157, 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 provide services under its Food Assistance 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, 2013, and end on June 30, 2014, 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 \$13,794 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, 2013; (2) A second draw after December 15, 2013; (3) A third draw after March 15, 2014; (4) A fourth and final draw after June 15, 2014; provided, however, that all complete draw requests must be received before June 30, 2014.

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, 2014, 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.

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## **7. HOLD HARMLESS AND INDEMNITY AGREEMENT.**

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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: Second Harvest Food Bank of San Joaquin and Stanislaus Counties  
Attention: Mike Mallory, Chief Executive Officer  
704 E. Industrial Park Drive  
Manteca, CA 95337

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**

**SECOND HARVEST FOOD BANK OF SAN JOAQUIN AND STANISLAUS COUNTIES**

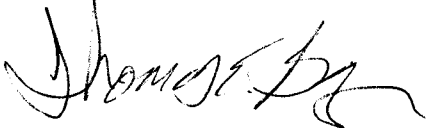
By:   
Angela Freitas, Director  
Planning and Community Development

By:   
Mike Mallory  
Chief Executive Officer

"County"

"Organization"

APPROVED AS TO FORM:

  
Thomas E. Boze  
Deputy County Counsel





EXIHIBIT A  
Stanislaus County  
Community Development Block Grant (CDBG)  
**Public Service Grant**  
For Fiscal Year 2013-2014

**A. Project Summary Page**

**A-1 Project Title: Food Assistance Program**

Amount Awarded **\$13,794**

Total Project Cost **\$842,297**

**A-2 Agency: Second Harvest**

Agency Address: 704 Industrial Park Drive, Manteca, CA 95337

Phone: (209)239-2091

Fax: (209)239-2086

Incorporated year: 1976 501(c)(3):  Yes or  No Tax ID number: 68-0376587

DUNS Number (9 digit No.): 16-9214483

**A-3 Contact Name: Mike Mallory**

Title: Chief Executive Officer

Contact Address (if different than above): same

Contact e-mail address: mmallory@secondharvest.org

Contact Phone: (209)239-2091

Fax: (209)239-2086

**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 project: 20,705**

**A-6 Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):**

- Number of households served
- Number served who are female heads of households
- Number of persons with disabilities served
- Number of seniors served

**A-7 Summarized Project 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.



## Exhibit B CDBG PUBLIC SERVICES BUDGET FY 2013-2014

Organization: Second Harvest

Project: Emergency Food Program

Project No: CDBG-

Date: 4-Jun-13

**BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:**

FY 2013-2014 Recommended Award based off of scoring criteria and funding availability.

Target number of unduplicated individuals is 20705 for FY 2013-2014.

Budget Categories	Proposed Budget	County Approved Budget
<b>PERSONNEL COSTS</b>		
Salaries (See Exhibit C) \$	0.00	\$ 0.00
Fringe Benefits \$	0.00	\$ 0.00
<b>Subtotal \$</b>	<b>0.00</b>	<b>\$ 0.00</b>
<b>NON-PERSONNEL COSTS</b>		
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 (vehicle) \$	0.00	\$ 0.00
Supplies (Office): \$	0.00	\$ 0.00
Printing: \$	0.00	\$ 0.00
Rental/Maintenance Equipment: \$	0.00	\$ 0.00
Food: \$	20,000.00	\$ 13,794.00
Automobile/Transportation/Mileage: \$	0.00	\$ 0.00
Staff Training/Conferences: \$	0.00	\$ 0.00
Professional Fees (Parent Recruitment):	0.00	\$ 0.00
<b>Subtotal: \$</b>	<b>20,000.00</b>	<b>\$ 13,794.00</b>
<b>OTHER PROJECT COSTS</b>		
Other: \$	0.00	\$ 0.00
Shelter (motel lodging) : \$	0.00	\$ 0.00
<b>Subtotal: \$</b>	<b>0.00</b>	<b>\$ 0.00</b>
<b>GRAND TOTAL: \$</b>	<b>20,000.00</b>	<b>\$ 13,794.00</b>

CDBG PUBLIC SERVICE AGREEMENT

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 UNITED SAMARITANS FOUNDATION (hereinafter referred to as "Organization") on July 1, 2013.

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. 2013-157, 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 provide services under its Hughson Lunch Truck 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, 2013, and end on June 30, 2014, 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 \$17,556, 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, 2013; (2) A second draw after December 15, 2013; (3) A third draw after March 15, 2014; (4) A fourth and final draw after June 15, 2014; provided, however, that all complete draw requests must be received before June 30, 2014.

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, 2014, 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 2012-2013 to be delivered to County by December 30, 2013. 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.

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**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.

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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.

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## 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.

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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.

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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: United Samaritans Foundation  
Attention: Barbara Bawanan, Director  
220 S. Broadway  
Turlock, CA 95380

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**

**UNITED SAMARITANS FOUNDATION**

By:



Angela Freitas, Director  
Planning and Community Development

"County"

By:



Barbara Bawanan  
Director

"Organization"

APPROVED AS TO FORM:



Thomas E. Boze  
Deputy County Counsel



EXIHIBIT A  
Stanislaus County  
Community Development Block Grant (CDBG)  
**Public Service Grant**  
For Fiscal Year 2013-2014

**A. Project Summary Page**

A-1 Project Title: **Hughson Lunch Truck Program**  
Amount Awarded **\$17,556**  
Total Project Cost **\$110,742**

A-2 Agency: **United Samaritans Foundation**  
Agency Address: 220 S. Broadway Turlock, CA 95380  
Phone: (209)668-4853 Fax: (209)668-4854  
Incorporated year: 1994 501(c)(3):  Yes or  No Tax ID number: 77-0393321  
DUNS Number (9 digit No.): 011683385

A-3 Contact Name: Barbara Bawanan Title: Director  
Contact Address (if different than above): \_\_\_\_\_  
Contact e-mail address: barbusf@sbcglobal.net  
Contact Phone: (209)668-4853 Fax: (209)668-4854

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 project: **191**

A-6 Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):

- Number of people served whose only meal of the day is the one served by the lunch program
- Number of persons served who are homeless

A-7 Summarized Project Description:

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.



**Exhibit B  
CDBG PUBLIC SERVICES BUDGET  
FY 2013-2014**

**Organization:** United Samaritans Foundation

**Project:** Hughson Lunch Truck

**Project No:** CDBG-

**Date:** 4-Jun-13

**BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:**

FY 2013-2014 Recommended Award based off of scoring criteria and funding availability.

Target number of unduplicated individuals is 191 for FY 2013-2014.

Budget Categories	Proposed Budget	County Approved Budget
<b>PERSONNEL COSTS</b>		
Salaries (See Exhibit C) \$	10,000.00	\$ 8,056.00
Fringe Benefits \$	0.00	\$ 0.00
<b>Subtotal \$</b>	<b>10,000.00</b>	<b>\$ 8,056.00</b>
<b>NON-PERSONNEL COSTS</b>		
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 (vehicle) \$	0.00	\$ 0.00
Supplies (Kitchen): \$	7,500.00	\$ 7,000.00
Printing: \$	0.00	\$ 0.00
Rental/Maintenance Equipment: \$	0.00	\$ 0.00
Food: \$	2,500.00	\$ 2,500.00
Automobile/Transportation/Mileage: \$	0.00	\$ 0.00
Staff Training/Conferences: \$	0.00	\$ 0.00
Professional Fees (Parent Recruitment):	0.00	\$ 0.00
<b>Subtotal: \$</b>	<b>10,000.00</b>	<b>\$ 9,500.00</b>
<b>OTHER PROJECT COSTS</b>		
Other: \$	0.00	\$ 0.00
Shelter (motel lodging) : \$	0.00	\$ 0.00
<b>Subtotal: \$</b>	<b>0.00</b>	<b>\$ 0.00</b>
<b>GRAND TOTAL: \$</b>	<b>20,000.00</b>	<b>\$ 17,556.00</b>

**CDBG PUBLIC SERVICE AGREEMENT**

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 WE CARE OF TURLOCK (hereinafter referred to as "Organization") on July 1, 2013.

**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. 2013-157, 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 provide services under its Emergency Cold Weather Shelter 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, 2013, and end on June 30, 2014, 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 \$17,556, 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, 2013; (2) A second draw after December 15, 2013; (3) A third draw after March 15, 2014; (4) A fourth and final draw after June 15, 2014; provided, however, that all complete draw requests must be received before June 30, 2014.

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, 2014, 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 2012-2013 to be delivered to County by December 30, 2013. 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.

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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.

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**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.

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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  
Attention: Barbara Olgave, Executive Director  
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

WE CARE OF TURLOCK

By:



Angela Freitas, Director  
Planning and Community Development

"County"

By:



Barbara Olgave  
Executive Director

"Organization"

APPROVED AS TO FORM:



Thomas E. Boze  
Deputy County Counsel



EXIHIBIT A  
Stanislaus County  
Community Development Block Grant (CDBG)  
**Public Service Grant**  
For Fiscal Year 2013-2014

**A. Project Summary Page**

**A-1** Project Title: Emergency Cold Weather Shelter Program  
Amount Awarded \$17,556  
Total Project Cost \$114,340

**A-2** Agency: We Care of Turlock  
Agency Address: P.O. Box 1291, Turlock, CA 95381  
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: Barbara Olgave Title: Executive Director  
Contact Address (if different than above): \_\_\_\_\_  
Contact e-mail address: barbara@wecareturlock.org  
Contact Phone: (209) 664-2003 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 project: 131

**A-6** Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):

- Total number of shelter nights provided
- The number of men that transition into our Rapid Re-housing and Supportive Housing Programs.

**A-7** Summarized Project Description:

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, 2013 to March 31, 2014, 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.



**Exhibit B**  
**CDBG PUBLIC SERVICES BUDGET**  
**FY 2013-2014**

Organization: We Care

Project: Emergency Shelter

Project No: CDBG-

Date: 4-Jun-13

**BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:**

FY 2013-2014 Recommended Award based off of scoring criteria and funding availability.

Target number of unduplicated individuals is 131 for FY 2013-2014.

Budget Categories	Proposed Budget	County Approved Budget
<b>PERSONNEL COSTS</b>		
Salaries (See Exhibit C) \$	10,000.00	\$ 8,500.00
Fringe Benefits \$	1,500.00	\$ 1,700.00
<b>Subtotal \$</b>	<b>11,500.00</b>	<b>\$ 10,200.00</b>
<b>NON-PERSONNEL COSTS</b>		
Rent/Lease of Space ( <i>project only</i> ): \$	0.00	\$ 0.00
Janitorial: \$	0.00	\$ 0.00
Utilities: \$	4,000.00	\$ 2,856.00
Telephone/Internet Services: \$	0.00	\$ 0.00
Insurance (vehicle) \$	0.00	\$ 0.00
Supplies (Office): \$	250.00	\$ 250.00
Printing: \$	250.00	\$ 250.00
Rental/Maintenance Equipment: \$	0.00	\$ 0.00
Food: \$	0.00	\$ 0.00
Automobile/Transportation/Mileage: \$	0.00	\$ 0.00
Staff Training/Conferences: \$	0.00	\$ 0.00
Professional Fees (Parent Recruitment):	0.00	\$ 0.00
<b>Subtotal: \$</b>	<b>4,500.00</b>	<b>\$ 3,356.00</b>
<b>OTHER PROJECT COSTS</b>		
Security: \$	4,000.00	\$ 4,000.00
Shelter (motel lodging) : \$	0.00	\$ 0.00
<b>Subtotal: \$</b>	<b>4,000.00</b>	<b>\$ 4,000.00</b>
<b>GRAND TOTAL: \$</b>	<b>20,000.00</b>	<b>\$ 17,556.00</b>

CDBG PUBLIC SERVICE AGREEMENT

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 WESTSIDE FOOD PANTRY (hereinafter referred to as "Organization") on July 1, 2013.

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. 2013-157, 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 provide services under its Emergency Food Assistance 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, 2013, and end on June 30, 2014, 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 \$9,781, 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, 2013; (2) A second draw after December 15, 2013; (3) A third draw after March 15, 2014; (4) A fourth and final draw after June 15, 2014; provided, however, that all complete draw requests must be received before June 30, 2014.

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, 2014, 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 2012-2013 to be delivered to County by December 30, 2013. 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: Westside Food Pantry  
Attention: Tammy Ulibarri, Treasurer  
20 S. Fifth St.  
Patterson, CA 95363

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**

**WESTSIDE FOOD PANTRY**

By: 

By: 

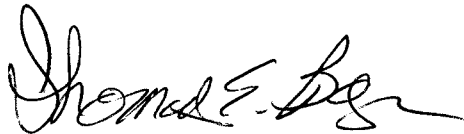
Angela Freitas, Director  
Planning and Community Development

Tammy Ulibarri  
Grant Writer

"County"

"Organization"

APPROVED AS TO FORM:



Thomas E. Boze  
Deputy County Counsel



EXIHIBIT A  
 Stanislaus County  
 Community Development Block Grant (CDBG)  
**Public Service Grant**  
 For Fiscal Year 2013-2014

**A. Project Summary Page**

**A-1** Project Title: Emergency Food Assistance Program  
 Amount Awarded \$9,781  
 Total Project Cost \$80,000

**A-2** Agency: Westside Food Pantry  
 Agency Address: 20 S. 5<sup>th</sup> Street, Patterson, CA 95363  
 Phone: (209)892-5709 Fax: None  
 Incorporated year: 1995 501(c)(3):  Yes or  No Tax ID number: 77-0379181  
 DUNS Number (9 digit No.): 04-9068146

**A-3** Contact Name: Tammy A. Ulibarri Title: Treasurer  
 Contact Address (if different than above): \_\_\_\_\_  
 Contact e-mail address: shbusiness.manager@yahoo.com  
 Contact Phone: (209)892-5709 Fax: None

**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 project: 3126

**A-6** Other measurements of program success (*Ex: Number of Ind. provided Shelter, or Connected to Employment*):

- Number served who are families
- Number served who are female heads of households
- Number of children served
- Number of persons with disabilities served
- Number of seniors served

**A-7** Summarized Project 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.



## Exhibit B CDBG PUBLIC SERVICES BUDGET FY 2013-2014

Organization: Westside Food Pantry

Project: Emergency Food Assistance

Project No: CDBG-

Date: 4-Jun-13

**BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:**

FY 2013-2014 Recommended Award based off of scoring criteria and funding availability.

Target number of unduplicated individuals is 3126 for FY 2013-2014.

Budget Categories	Proposed Budget	County Approved Budget
<b>PERSONNEL COSTS</b>		
Salaries (See Exhibit C) \$	0.00	\$ 0.00
Fringe Benefits \$	0.00	\$ 0.00
<b>Subtotal \$</b>	<b>0.00</b>	<b>\$ 0.00</b>
<b>NON-PERSONNEL COSTS</b>		
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 (vehicle) \$	0.00	\$ 0.00
Supplies (Office): \$	250.00	\$ 250.00
Printing: \$	250.00	\$ 250.00
Rental/Maintenance Equipment: \$	0.00	\$ 0.00
Food: \$	10,300.00	\$ 8,081.00
Automobile/Transportation/Mileage: \$	0.00	\$ 0.00
Staff Training/Conferences: \$	0.00	\$ 0.00
Professional Fees (Parent Recruitment):	0.00	\$ 0.00
<b>Subtotal: \$</b>	<b>10,800.00</b>	<b>\$ 8,581.00</b>
<b>OTHER PROJECT COSTS</b>		
Children's Books: \$	2,200.00	\$ 1,200.00
Shelter (motel lodging) : \$	0.00	\$ 0.00
<b>Subtotal: \$</b>	<b>2,200.00</b>	<b>\$ 1,200.00</b>
<b>GRAND TOTAL: \$</b>	<b>13,000.00</b>	<b>\$ 9,781.00</b>



ESG AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Emergency Solutions Grant ("ESG") Program (hereinafter referred to as "County") and the CHILDREN'S CRISIS CENTER (hereinafter referred to as "Organization") on July 1, 2013.

WITNESSETH

WHEREAS, County has received an Emergency Solutions 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), as amended (24 CFR 576); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2013-157, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such an Emergency Solutions Program; and

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

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

1. **SCOPE OF SERVICE.**

1.1 **General Scope.** Organization shall provide services under its Housing for Families with Children 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, 2013, and end on June 30, 2014, 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 \$38,016 in ESG grant funds for Fiscal Year 2013-2014, 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, 2013; (2) A second draw after December 15, 2013; (3) A third draw after March 15, 2014; (4) A fourth and final draw after June 15, 2014; provided, however, that all complete draw requests must be received before June 30, 2014.

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  
FY 2013-2014 Stanislaus County ESG Grant Agreement

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 of each Fiscal Year, 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 Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner (2<sup>nd</sup> quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.

**2.5 Match Funding.** The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in 24 CFR § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third-party, Non-cash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.

**2.6 Salaries.** Salary and fringe benefits (fringe is limited to 20% of total salary costs) in the form taxes and insurance costs paid by the agency on behalf of the staff person working on the grant. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the agency. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week. **Overtime or bonuses are not allowable expenses.** Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

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

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

### 3. USE OF FUNDS.

3.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be utilized for eligible activities as described within subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371–11378), the 2009 HEARTH Act, 24 CFR Part 576, the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments, and other regulations governing the Emergency Solutions Grant Program, including 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 homeless persons or persons at-risk of homelessness (as defined within the desk guide).

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 **In-eligible Uses of Funds.** The following uses are not eligible for ESG funds: (1) Funds issued directly to program participants. All ESG financial assistance funds shall be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants; (2) Motel and hotel vouchers may not be provided for program participants for more than 30 days and may only be provided if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by the program participants; (3) ESG funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing.

3.4 **Limit on Length of Assistance.** (1) Homeless Prevention and Rapid Re-housing program participants may receive up to 12 months of rental assistance and housing relocation and stabilization services. This assistance may be extended if the program participant's housing plan has been followed and the case manager determines that additional months of assistance are required for the participant to overcome additional barriers to housing. In no case can HPRP assistance exceed 24 months during any 3-year period. (2) Shelter services must establish limits on the length of assistance within their program policies.

3.5 **Program Income.** Program income shall be handled in the manner described within the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments. Any program income derived from the project, if any, shall be re-distributed to the Organization's ESG fund *or* to County for redistribution in ESG. (1) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

### 4. PROGRAM PARTICIPANT ELIGIBILITY.

4.1 **General Eligibility.** Eligibility of program participants shall be evaluated prior to ESG program entry with an initial consultation conducted by Organization to determine if they meet the following criteria: (1) Household, which is defined as all persons that will be living in the home to be subsidized with ESG funds, must be at or below 30 percent of Area Median Income (AMI); (2) The household must be

homeless or at-risk of homelessness, as defined by 24 CFR 276. Eligibility determinations must be made and documented in accordance with the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments.

4.2 **Centralized or Coordinated Assessment System.** Grantees are required to use a centralized or coordinated system to initially assess the eligibility and needs of each individual or family who seeks homeless assistance or homelessness prevention assistance. This would be developed and implemented by the Continuum of Care in accordance with minimum requirements to be established by HUD.

4.3 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into ESG. Income must be calculated and documented in accordance with the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments. HUD updates Income Limit Tables annually, or more. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.

4.4 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.5 **Re-certifying Eligibility.** Organization agrees to evaluate and certify the eligibility of homeless prevention program participants at least once every 3 months during program enrollment and of homeless program participants once every 12 months during program enrollment.

4.6 **Program Participant Responsibilities.** Standards for determining the share of rent and utilities costs that each program participant is responsible to pay, if any, while receiving homelessness prevention or rapid rehousing assistance is as follows: (1) If at intake a client is determined to have cash-income or benefits, their rental assistance shall decrease by 10% every month. If a case manager determines that barriers exist that would make this requirement an obstacle to stable permanent housing at program exit, then this requirement may be waived. Barriers shall be documented in client file and must be consistent with CoC established barriers; (2) Debt to income ratio limits include: 35% income to housing ratio; and a 45% total monthly debt to income ratio. If a case manager creates a housing plan that includes a plan for getting a program participant's debt to income ratio to these levels, then this requirement may be waived. This shall be documented in the client's Housing Plan and signed by the client.

4.7 **Eligible Stanislaus Urban County Areas.** Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 276, are considered to be Urban County residents.

4.8 **Collaboration, Coordination and Resource and Referral Services.** All CDBG Public Services and ESG grantees must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider.

4.9 **Coordination with Continuum(s) of Care and other programs.** The recipient and its sub-recipients must document their compliance with the requirements of 24 CFR § 576.400 for consulting with the Continuum of Care (CoC) and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs (see Section III (8)(e) of this document for details on the CoC meetings). The recipient must keep records of the participation in HMIS or a comparable database by all projects of the recipient and its sub-recipients.

4.10 **ESG Sub-committee.** All ESG grantees must attend the ESG Sub-committee, which meets once every other month, after the general CoC meeting. ESG recipients must attend this sub-committee meeting to ensure standardized coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers.

## 5. RESTRICTIONS RELATED TO RENTAL UNITS.

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

5.2 **Habitability Standards.** Units receiving ESG assistance must pass a minimum threshold of habitability, including lead-based paint. Renovations completed with ESG funds must also meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant already resides may be inspected, by the Agency, according to the habitability standards required for the Housing Choice Voucher program. ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant will be moving shall be inspected, by the County, according to the habitability standards required for the Housing Choice Voucher program: (1) Organization shall notify the County when such an inspection is required. (2) Organization shall give County 48 hours notice of said inspection need. (3) Organization shall be charged a fee for said inspection at an hourly rate of \$58.23, subject to change upon written notification from the County. (a) Inspection fee will be automatically drawn from Organization's dedicated Rental Assistance grant fund. (b) An inspection sheet, indicating whether the unit passed or failed, will be provided to Organization within 24 hours of the inspection completion. (4) Agency is responsible for ensuring landlords are aware of and prepared for the habitability inspections. (5) Units requiring an inspection shall be inspected on an annual basis for the duration of time the unit is receiving ESG assistance, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (5) If a unit has a change of tenancy and the new tenant is to receive ESG Financial Assistance for the unit, Organization shall have the unit re-inspected, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (6) Organization shall keep a record of inspections for units receiving ESG funding.

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

5.4 **Rent Reasonableness and Fair Market Rent Assessments.** Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888.111-888.115, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507. (1) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.

5.5 **Rental Unit General Requirements.** Best efforts must be made to ensure that units receiving ESG assistance are legal dwellings and are not in the process of foreclosure.

5.6 **Use with Other Subsidies.** Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance, or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URA payments.

## 6. **RESTRICTIONS RELATED TO SHELTER FACILITIES.**

6.1 **Shelter and Housing Standards.** The revised standards for emergency shelters require all shelters to meet minimum habitability standards adopted from the SHP regulations and current Emergency Solutions Grant guidance. Shelters renovated with ESG funds are also required to meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. The records must include documentation of compliance with the shelter and housing standards in 24 CFR § 576.403, including inspection reports.

6.2 **Accessibility.** A recipient shall operate each existing program or activity receiving federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. Grantees are also required to provide reasonable accommodations for persons with disabilities in order to enable program participants with a disability to have an equal opportunity to participate in the program or activity. Grantees that undertake alterations to shelters may be subject to additional accessibility requirements in accordance with 24 CFR part 8.

6.3 **Shelter Rehab Activities.**(1) If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation; (2) If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion; (3) In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of three (3) years after the date the building is first occupied by a homeless individual or family after the completed renovation; any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

6.4 **Minimum standards for emergency shelter renovation, conversion or rehab.** Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the

following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards as described in 24 CFR § 576.403.

**6.5 Prohibition against involuntary family separation.** The age, of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses Emergency Solutions Grant (ESG) funding or services and provides shelter to families with children under age 18.

**6.6 Essential Shelter Services.** In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction 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, so long as the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area. To the extent possible, sub-grantees shall assess, prioritize, and reassess individuals' and families' needs for case management and resource and referral services.

**6.7 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.

**7. DOCUMENTATION, DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.**

**7.1 Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments.

**7.2 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.

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

**7.4 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).

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

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

such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with ESG funds in the quarterly report to be provided to County.

**7.7 General Records.** Records must be kept in accordance with the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments. 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.

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

**7.9 Audit Provision.** Organization agrees to provide to County at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of ESG Grant Funds for Fiscal Year 2010-2011 to be delivered to County by September 30, 2012 and for Fiscal Year 2011-2012 to be delivered to County by December 30, 2012.

## **8. UNIFORM ADMINISTRATIVE REQUIREMENTS.**

**8.1 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".

**8.2 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, arm's 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.

**8.3 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.



## **9. HOLD HARMLESS AND INDEMNITY AGREEMENT.**

9.1 **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.

9.2 **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.

## **10. NON-DISCRIMINATION & EQUAL OPPORTUNITY**

10.1 **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 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.

10.2 **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.

**10.3 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. .

**10.4 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.

**10.5 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.).

**10.6 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.

**10.7 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.

## **11. CONFLICTS OF INTEREST.**

**11.1 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).

**11.2 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.

**11.3 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.

**11.4 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.

## **12. DRUG-FREE WORK PLACE.**

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

## **13. TERMINATION OF SERVICES & REVERSION OF ASSETS.**

**13.1 Denial, Discharge, or Termination of Client Services.** The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

**13.2 Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the

Agreement compensation amount under the following conditions: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any ESG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of ESG funds.

13.3 **Insolvency.** If the Organization becomes insolvent, all unused ESG funds shall be returned to the County for disposition.

#### 14. **GENERAL TERMS AND CONDITIONS.**

14.1 **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.

14.2 **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.

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

14.4 **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.

14.5 **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.

14.6 **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.

14.7 **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.

14.8 **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: Angela Freitas, Interim Director, ESG Program  
1010 Tenth Street, Suite 3400  
Modesto, CA 95354

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

14.9 **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.

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

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

COUNTY OF STANISLAUS

CHILDREN'S CRSIS CENTER

By:



Angela Freitas                      Director  
Planning and Community Development

"County"

By:



Colleen Garcia  
Executive Director

"Organization"

APPROVED AS TO FORM:



Thomas E. Boze  
Deputy County Counsel



**EXHIBIT A**  
**Stanislaus County**  
**Emergency Solutions Grant (ESG)**  
**For Fiscal Year 2013-2014**

**A. Project Summary Page**

**A-1** Project Title: Housing for Families with Children

**Amount Awarded: \$38,016**

Shelter Activities: \$6,480  
 Essential \$6,480     Operational \$0     Rehab/Renovation \$0  
 Outreach Activities: Essential \$0  
 HMIS Activities: \$0  
 Homeless Prevention/ Rapid Re-housing:  
 Rental Assistance \$17,329     Housing Reloc. & Stabilization \$14,207  
**Total Project Cost \$ 283,750**

**A-2** Agency : Children's Crisis Center

Agency Address: 246 West F St. Oakdale, CA 95361  
 Phone: (209)577-0138 Fax: (209)577-4337  
 Incorporated year: 1980 501(c)(3):  Yes or  No Tax ID number: 94-2686499  
 DUNS Number (9 digit No.): 052995354

**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  
 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 to be served by this project: 32

**A-6** Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):

- No. of participants connected to employment and/or job training
- No. of child participants receiving overnight shelter services

**A-7** Summarized Project Description:

This project will provide rental assistance and homeless prevention services aimed at moving homeless families into safe and affordable housing, and helping families at imminent risk of losing their housing avoid eviction. Utilizing ESG funding, CCC Case Managers will work with high risk homeless families with children, enrolling only those families whose household income is at or below 30% of area medium income (AMI) for Stanislaus County. Targeting for this program will consist of homeless families, including those fleeing domestic violence, exiting transitional sober living facilities, exiting long-term inpatient recovery programs, and exiting inpatient mental health programs. Prolonged unemployment will also qualify families for HPRP services if they have been evicted or are at risk of becoming evicted from their rental unit. All HPRP participants will be monitored by Case Managers who will determine family eligibility, assess housing barriers, develop a Housing Plan, offer rental assistance, provide life skills training, connect participants to potential employers, and track family progress towards goals outlined in their Housing Plan.

## Exhibit B

### ESG FY 13-14 Allocation & Project Budget

Agency: Children's Crisis Center

Project: HPRP for Families with Children

Date: 5-Jun-13

**BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:**

FY 2013-2014 Recommended Award based off of scoring criteria and funding availability.

Target number of unduplicated individuals is 32 individuals.

Line Item	Requested	Awarded
<b>STREET OUTREACH</b>		
<b>Essential Services</b>		
Salaries : (total from Exhibit C)	\$0.00	\$0.00
Benefits/Taxes ( <i>capped at 20% of salary</i> ):	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>EMERGENCY SHELTER</b>		
<b>Essential Services</b>		
Salaries : (total from Exhibit C)	\$15,000.00	\$6,480.00
Benefits/Taxes ( <i>capped at 20% of salary</i> ):	\$0.00	\$0.00
Transportation	\$0.00	
<b>Subtotal:</b>	<b>\$15,000.00</b>	<b>\$6,480.00</b>
<b>Operational Costs</b>		
Rent:	\$0.00	\$0.00
Utilities:	\$0.00	\$0.00
Maintenance ( <i>specify</i> _____):	\$0.00	\$0.00
Other ( <i>specify</i> _____):	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Renovation</b>		
Conversion	\$0.00	\$0.00
Major Rehabilitation	\$0.00	\$0.00
Renovation	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>HOMELESS PREVENTION/RAPID RE-HOUSING</b>		
<b>Essential Services</b>		
Salaries : (total from Exhibit C)	\$15,000.00	\$6,307.00
Benefits/Taxes ( <i>capped at 20% of salary</i> ):	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$15,000.00</b>	<b>\$6,307.00</b>
<b>Financial Assistance Costs</b>		
Rental Application Fees:	\$0.00	\$0.00
Security Deposits:	\$12,000.00	\$6,000.00
Last Month's Rent:	\$0.00	\$0.00
Utility Deposits:	\$2,400.00	\$1,000.00
Utility Payments:	\$1,600.00	\$900.00
Moving Costs:	\$0.00	\$0.00
Services Costs:	\$0.00	\$0.00
Short-term Rental Assistance (0-3 mos.):	\$21,000.00	\$8,329.00
Medium-term Rental Assistance (4-24 mos.):	\$21,000.00	\$9,000.00
<b>Subtotal:</b>	<b>\$58,000.00</b>	<b>\$25,229.00</b>
<b>HMIS</b>		
<b>Essential Services</b>		
Salaries : (total from Exhibit C)	\$0.00	\$0.00
Benefits/Taxes ( <i>capped at 20% of salary</i> ):	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Other Costs</b>		
Participation Fees:	\$0.00	\$0.00
Training:	\$0.00	\$0.00
Technical Assistance:	\$0.00	\$0.00
Other ( <i>specify</i> _____):	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$88,000.00</b>	<b>\$38,016.00</b>
<b>TOTAL:</b>		



## EXHIBIT C

### FY 2013-2014 EMERGENCY SHELTER GRANTS PROGRAM CERTIFICATIONS BY THE EXECUTIVE DIRECTOR/CHIEF EXECUTIVE OFFICER/PRESIDENT OF

#### THE CHILDREN'S CRISIS CENTER

I, Colleen Garcia, Executive Director of the Children's Crisis Center, certify that the agency will comply with all Emergency Solutions Grant regulations, as set forth within 24 CFR 576. I further certify that the agency will comply with the following requirements, as set forth within Title 24 §91.225(c) of the Code of Federal Regulations:

**Major rehabilitation/conversion** – (1) If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation; (2) If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion; (3) In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction 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, so long as the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

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

**Supportive Services** – The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

**Matching Funds** – The jurisdiction will obtain matching amounts required under 24 CFR 576.201.

**Confidentiality** – The jurisdiction has established and is implementing 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.

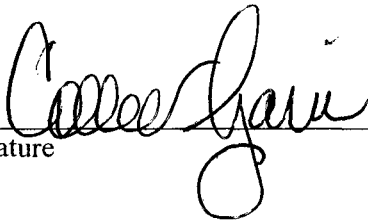
**Homeless Persons Involvement** – To the maximum extent practicable, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in

providing services assisted under the program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan** – All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction’s consolidated plan.

**Discharge Policy** – The jurisdiction will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health-care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

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

7-23-13  
Date

Colleen Garcia  
Typed Name of Signatory

Executive Director, the Children’s Crisis Center  
Title

**ESG AGREEMENT**

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Emergency Solutions Grant ("ESG") Program (hereinafter referred to as "County") and the COMMUNITY HOUSING AND SHELTER SERVICES (hereinafter referred to as "Organization") on July 1, 2013.

**WITNESSETH**

WHEREAS, County has received an Emergency Solutions 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), as amended (24 CFR 576); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2013-157, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such an Emergency Solutions Program; and

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

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

**1. SCOPE OF SERVICE.**

1.1 **General Scope.** Organization shall provide services under its Santa Fe Project, 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, 2013, and end on June 30, 2014, 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 \$27,526 in ESG grant funds for Fiscal Year 2013-2014, 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, 2013; (2) A second draw after December 15, 2013; (3) A third draw after March 15, 2014; (4) A fourth and final draw after June 15, 2014; provided, however, that all complete draw requests must be received before June 30, 2014.

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 FY 2013-2014 Stanislaus County ESG Grant Agreement

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 of each Fiscal Year, 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 Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner (2<sup>nd</sup> quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.

**2.5 Match Funding.** The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in 24 CFR § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third-party, Non-cash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.

**2.6 Salaries.** Salary and fringe benefits (fringe is limited to 20% of total salary costs) in the form taxes and insurance costs paid by the agency on behalf of the staff person working on the grant. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the agency. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week. **Overtime or bonuses are not allowable expenses.** Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

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

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

3. **USE OF FUNDS.**

3.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be utilized for eligible activities as described within subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371–11378), the 2009 HEARTH Act, 24 CFR Part 576, the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments, and other regulations governing the Emergency Solutions Grant Program, including 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 homeless persons or persons at-risk of homelessness (as defined within the desk guide).

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 **In-eligible Uses of Funds.** The following uses are not eligible for ESG funds: (1) Funds issued directly to program participants. All ESG financial assistance funds shall be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants; (2) Motel and hotel vouchers may not be provided for program participants for more than 30 days and may only be provided if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by the program participants; (3) ESG funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing.

3.4 **Limit on Length of Assistance.** (1) Homeless Prevention and Rapid Re-housing program participants may receive up to 12 months of rental assistance and housing relocation and stabilization services. This assistance may be extended if the program participant's housing plan has been followed and the case manager determines that additional months of assistance are required for the participant to overcome additional barriers to housing. In no case can HPRP assistance exceed 24 months during any 3-year period. (2) Shelter services must establish limits on the length of assistance within their program policies.

3.5 **Program Income.** Program income shall be handled in the manor described within the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments. Any program income derived from the project, if any, shall be re-distributed to the Organization's ESG fund *or* to County for redistribution in ESG. (1) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

#### **4. PROGRAM PARTICIPANT ELIGIBILITY.**

4.1 **General Eligibility.** Eligibility of program participants shall be evaluated prior to ESG program entry with an initial consultation conducted by Organization to determine if they meet the following criteria: (1) Household, which is defined as all persons that will be living in the home to be subsidized with ESG funds, must be at or below 30 percent of Area Median Income (AMI); (2) The household must be homeless or at-risk of homelessness, as defined by 24 CFR 276. Eligibility determinations must be made and documented in accordance with the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments.

4.2 **Centralized or Coordinated Assessment System.** Grantees are required to use a centralized or coordinated system to initially assess the eligibility and needs of each individual or family who seeks homeless assistance or homelessness prevention assistance. This would be developed and implemented by the Continuum of Care in accordance with minimum requirements to be established by HUD.

4.3 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into ESG. Income must be calculated and documented in accordance with the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments. HUD updates Income Limit Tables annually, or more. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.

4.4 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.5 **Re-certifying Eligibility.** Organization agrees to evaluate and certify the eligibility of homeless prevention program participants at least once every 3 months during program enrollment and of homeless program participants once every 12 months during program enrollment.

4.6 **Program Participant Responsibilities.** Standards for determining the share of rent and utilities costs that each program participant is responsible to pay, if any, while receiving homelessness prevention or rapid rehousing assistance is as follows: (1) If at intake a client is determined to have cash-income or benefits, their rental assistance shall decrease by 10% every month. If a case manager determines that barriers exist that would make this requirement an obstacle to stable permanent housing at program exit, then this requirement may be waived. Barriers shall be documented in client file and must be consistent with CoC established barriers; (2) Debt to income ratio limits include: 35% income to housing ratio; and a 45% total monthly debt to income ratio. If a case manager creates a housing plan that includes a plan for getting a program participant's debt to income ratio to these levels, then this requirement may be waived. This shall be documented in the client's Housing Plan and signed by the client.

4.7 **Eligible Stanislaus Urban County Areas.** Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of “homeless”, as defined within 24 CFR 276, are considered to be Urban County residents.

4.8 **Collaboration, Coordination and Resource and Referral Services.** All CDBG Public Services and ESG grantees must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider.

4.9 **Coordination with Continuum(s) of Care and other programs.** The recipient and its sub-recipients must document their compliance with the requirements of 24 CFR § 576.400 for consulting with the Continuum of Care (CoC) and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs (see Section III (8)(e) of this document for details on the CoC meetings). The recipient must keep records of the participation in HMIS or a comparable database by all projects of the recipient and its sub-recipients.

4.10 **ESG Sub-committee.** All ESG grantees must attend the ESG Sub-committee, which meets once every other month, after the general CoC meeting. ESG recipients must attend this sub-committee meeting to ensure standardized coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers.

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

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

5.2 **Habitability Standards.** Units receiving ESG assistance must pass a minimum threshold of habitability, including lead-based paint. Renovations completed with ESG funds must also meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant already resides may be inspected, by the Agency, according to the habitability standards required for the Housing Choice Voucher program. ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant will be moving shall be inspected, by the County, according to the habitability standards required for the Housing Choice Voucher program: (1) Organization shall notify the County when such an inspection is required. (2) Organization shall give County 48 hours notice of said inspection need. (3) Organization shall be charged a fee for said inspection at an hourly rate of \$58.23, subject to change upon written notification from the County. (a) Inspection fee will be automatically drawn from Organization’s dedicated Rental Assistance grant fund. (b) An inspection sheet, indicating whether the unit passed or failed, will be provided to Organization within 24 hours of the inspection completion. (4) Agency is responsible for ensuring landlords are aware of and prepared for the habitability inspections. (5) Units requiring an inspection shall be inspected on an annual basis for the duration of time the unit is receiving ESG assistance, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (5) If a unit has a change of tenancy and the new tenant is to receive ESG Financial Assistance for the unit, Organization shall have the unit re-inspected, in

accordance with the protocol set forth above in Section 5.2 (1)-(3). (6) Organization shall keep a record of inspections for units receiving ESG funding.

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

5.4 **Rent Reasonableness and Fair Market Rent Assessments.** Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888.111-888.115, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507. (1) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.

5.5 **Rental Unit General Requirements.** Best efforts must be made to ensure that units receiving ESG assistance are legal dwellings and are not in the process of foreclosure.

5.6 **Use with Other Subsidies.** Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance, or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URA payments.

## 6. RESTRICTIONS RELATED TO SHELTER FACILITIES.

6.1 **Shelter and Housing Standards.** The revised standards for emergency shelters require all shelters to meet minimum habitability standards adopted from the SHP regulations and current Emergency Solutions Grant guidance. Shelters renovated with ESG funds are also required to meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. The records must include documentation of compliance with the shelter and housing standards in 24 CFR § 576.403, including inspection reports.

6.2 **Accessibility.** A recipient shall operate each existing program or activity receiving federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. Grantees are also required to provide reasonable accommodations for persons with disabilities in order to enable program participants with a disability to have an equal opportunity to participate in the program or activity. Grantees that undertake alterations to shelters may be subject to additional accessibility requirements in accordance with 24 CFR part 8.

6.3 **Shelter Rehab Activities.** (1) If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation; (2) If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion; (3) In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of three (3) years after the date the building is first occupied



by a homeless individual or family after the completed renovation; any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

**6.4 Minimum standards for emergency shelter renovation, conversion or rehab.** Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards as described in 24 CFR § 576.403.

**6.5 Prohibition against involuntary family separation.** The age, of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses Emergency Solutions Grant (ESG) funding or services and provides shelter to families with children under age 18.

**6.6 Essential Shelter Services.** In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction 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, so long as the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area. To the extent possible, sub-grantees shall assess, prioritize, and reassess individuals' and families' needs for case management and resource and referral services.

**6.7 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.

## **7. DOCUMENTATION, DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.**

**7.1 Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments.

**7.2 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.

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

**7.4 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).

**7.5 HMIS.** Organization shall participate in a local Homeless Management Information System ("HMIS") and to collect and report program participant-level information. (1) Domestic Violence providers

may report on a HMIS comparable database to meet the standards set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule.

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

7.7 **General Records.** Records must be kept in accordance with the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments. 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.

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

7.9 **Audit Provision.** Organization agrees to provide to County at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of ESG Grant Funds for Fiscal Year 2010-2011 to be delivered to County by September 30, 2012 and for Fiscal Year 2011-2012 to be delivered to County by December 30, 2012.

## **8. UNIFORM ADMINISTRATIVE REQUIREMENTS.**

8.1 **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".

8.2 **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, arm's 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.

8.3 **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.

## 9. HOLD HARMLESS AND INDEMNITY AGREEMENT.

9.1 **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.

9.2 **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.

## 10. NON-DISCRIMINATION & EQUAL OPPORTUNITY

10.1 **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 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.

**10.2 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.

**10.3 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. .

**10.4 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.

**10.5 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.).

**10.6 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.

**10.7 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.

## **11. CONFLICTS OF INTEREST.**

**11.1 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).

11.2 **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.

11.3 **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.

11.4 **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.

## 12. DRUG-FREE WORK PLACE.

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

## 13. TERMINATION OF SERVICES & REVERSION OF ASSETS.

13.1 **Denial, Discharge, or Termination of Client Services.** The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

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

**13.3 Insolvency.** If the Organization becomes insolvent, all unused ESG funds shall be returned to the County for disposition.

#### **14. GENERAL TERMS AND CONDITIONS.**

**14.1 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.

**14.2 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.

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

**14.4 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.

14.5 **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.

14.6 **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.

14.7 **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.

14.8 **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: Angela Freitas, Interim Director, ESG Program  
1010 Tenth Street, Suite 3400  
Modesto, CA 95354

To Organization: Community Housing and Shelter Services  
ATTN: Aaron Farnon, Executive Director  
P.O. Box 881  
Modesto, CA 95354

14.9 **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.

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

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

COUNTY OF STANISLAUS

COMMUNITY HOUSING AND SHELTER SERVICES

By: 

By: 

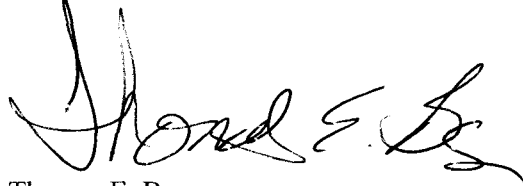
Angela Freitas, Director  
Planning and Community Development

Aaron Farnon  
Executive Director

"County"

"Organization"

APPROVED AS TO FORM:



Thomas E. Boze  
Deputy County Counsel





EXHIBIT A  
Stanislaus County  
Emergency Solutions Grant (ESG)  
For Fiscal Year 2013-2014

**A. Project Summary Page**

A-1 Project Title: Santa Fe Project

**Amount Awarded: \$27,526**

- Shelter Activities: \$9,513  
 Essential \$8,400  Operational \$1,113  Rehab/Renovation \$0  
 Outreach Activities: Essential \$0  
 HMIS Activities: \$0  
 Homeless Prevention/ Rapid Re-housing: \$18,013  
 Rental Assistance \$14,410  Housing Reloc. & Stabilization \$3,603  
Total Project Cost \$ 127,436

A-2 Agency: Community Housing and Shelter Services (CHSS)  
Agency Address: 936 McHenry Ave., Modesto CA 95350  
Phone: (209)527-0444 ext. 303 Fax: (209)575-9818  
Incorporated year: 1981 501(c)(3):  Yes or  No Tax ID number: 770079748  
DUNS Number (9 digit No.): 835658782

A-3 Contact Name: Aaron Farnon Title: Executive Director  
Contact Address (if different than above): P.O. Box 881 Modesto, CA 95354  
Contact e-mail address: chssfarnon@gmail.com  
Contact Phone: (209)527-0444 ext. 303 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 this project: 11

A-6 Other measurements of program success:  

The Santa Fe projects will set out to provide a transition for individuals served to become permanently house upon program completion in excess of an 80% success rate (a minimum of 9 individuals).

A-7 Summarized Project Description  

Community Housing and Shelter Services (CHSS) is leasing a 22 unit Migrant Camp in Empire, called Santa Fe House, from the Housing Authority of the County of Stanislaus, to allow Transitional Shelter for homeless families during the inclement winter months. In addition to shelter, this program will provide counseling and related public services that will assist the household in attaining permanent housing and new employment. After families exit Santa Fe House rental assistance will be provided as needed to assist the families to becoming stably housed. One of the main goals of the program is create pathways that lead to increased skills, wages and new job opportunities for low-income households participating in the program. The program intends to partner with the Alliance WorkNet to provide on the job training opportunities (OJT &/or Project YES) as the program participant's pursue permanent housing opportunities during the program stay.

**Exhibit B**  
**ESG FY 13-14 Allocation & Project Budget**

Agency: Community Housing & Shelter Services  
 Project: Santa Fe Project  
 Date: 5-Jun-13

**BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:**  
 FY 2013-2014 Recommended Award based off of scoring criteria and funding availability.  
 Target number of unduplicated individuals is 11 individuals.

Line Item	Requested	Awarded
<b>STREET OUTREACH</b>		
<b>Essential Services</b>		
Salaries : (total from Exhibit C)	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary):	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>EMERGENCY SHELTER</b>		
<b>Essential Services</b>		
Salaries : (total from Exhibit C)	\$14,560.02	\$7,000.00
Benefits/Taxes (capped at 20% of salary):	\$2,912.01	\$1,400.00
Transportation	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$17,472.03</b>	<b>\$8,400.00</b>
<b>Operational Costs</b>		
Rent:	\$5,646.00	\$913.00
Utilities:	\$600.00	\$200.00
Maintenance (specify _____)	\$0.00	\$0.00
Other (specify _____):	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$6,246.00</b>	<b>\$1,113.00</b>
<b>Renovation</b>		
Conversion	\$0.00	\$0.00
Major Rehabilitation	\$0.00	\$0.00
Renovation	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>HOMELESS PREVENTION/RAPID RE-HOUSING</b>		
<b>Essential Services</b>		
Salaries : (total from Exhibit C)	\$0.00	\$3,603.00
Benefits/Taxes (capped at 20% of salary):	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$3,603.00</b>
<b>Financial Assistance Costs</b>		
Rental Application Fees:	\$0.00	\$0.00
Security Deposits:	\$0.00	\$0.00
Last Month's Rent:	\$0.00	\$0.00
Utility Deposits:	\$0.00	\$0.00
Utility Payments:	\$0.00	\$0.00
Moving Costs:	\$0.00	\$0.00
Services Costs:	\$0.00	\$0.00
Short-term Rental Assistance (0-3 mos.):	\$40,000.00	\$14,410.00
Medium-term Rental Assistance (4-24 mos.):	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$40,000.00</b>	<b>\$14,410.00</b>
<b>HMIS</b>		
<b>Essential Services</b>		
Salaries : (total from Exhibit C)	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary):	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Other Costs</b>		
Participation Fees:	\$0.00	\$0.00
Training:	\$0.00	\$0.00
Technical Assistance:	\$0.00	\$0.00
Other (specify _____):	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL:</b>	<b>\$63,718.03</b>	<b>\$27,526.00</b>

## EXHIBIT C

### FY 2013-2014 EMERGENCY SHELTER GRANTS PROGRAM CERTIFICATIONS BY THE EXECUTIVE DIRECTOR/CHIEF EXECUTIVE OFFICER/PRESIDENT OF

#### Community Housing and Shelter Services

I, Aaron Farnon, Executive Director of Community Housing and Shelter Services, certify that the agency will comply with all Emergency Solutions Grant regulations, as set forth within 24 CFR 576. I further certify that the agency will comply with the following requirements, as set forth within Title 24 §91.225(c) of the Code of Federal Regulations:

**Major rehabilitation/conversion** – (1) If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation; (2) If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion; (3) In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction 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, so long as the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

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

**Supportive Services** – The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

**Matching Funds** – The jurisdiction will obtain matching amounts required under 24 CFR 576.201.

**Confidentiality** – The jurisdiction has established and is implementing 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, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in

providing services assisted under the program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan** – All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction’s consolidated plan.

**Discharge Policy** – The jurisdiction will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health-care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

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

 \_\_\_\_\_  
Date

Aaron Farnon \_\_\_\_\_  
Typed Name of Signatory

Executive Director, Community Housing and Shelter Services  
Title

EMERGENCY SOLUTIONS GRANT AGREEMENT

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 COMMUNITY HOUSING AND SHELTER SERVICE (hereinafter referred to as "Organization") on July 1, 2013.

WITNESSETH

WHEREAS, County has received an Emergency Solutions 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), as amended (24 CFR 576); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2013-157, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such an Emergency Solutions Grant Program; and

WHEREAS, County desires to engage Organization to render certain services, programs, or assistance in connection with such undertakings of the Emergency Solutions Grant Program;

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

**1. SCOPE OF WORK.**

1.1 **General Scope.** Organization shall hire a HMIS Program Participant to provide HMIS Data Entry Assistance as described within the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference. Salary costs incurred for the work performed by the HMIS Program Participant shall be paid by the County with ESG funds in accordance with Section 2.5 Salaries of this Agreement.

1.2 **Term.** The services of Organization are to commence on July 1, 2013, and end on June 30, 2015, 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.

1.3 **Sub-Grantee Agreements.** Prior to program commencement, an Agreement or a Memorandum of Understanding (MOU) shall be executed between the Organization and each Sub-grantee who will be participating in the Activity. Said Agreement/MOU shall clearly state the following: (1) HMIS Data Entry Assistant schedule; (2) Processes for reporting on job performance; (3) Process for reporting hours worked; (4) Process for reporting and remediating sub-grantee and/or HMIS program participant grievances (4) Processes for termination of Agreement/MOU.

1.4 **Program Participant Policies and Procedures.** HMIS Program Participant(s) will operate under the policies and procedures of Organization.

**2. COMPENSATION.**

2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$12,845, 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 may be made on a bi-weekly or monthly basis, but shall be drawn no less than on a quarterly basis as follows: (1) Organization must request a first draw of such funds before September 30, 2013; (2) A second draw before December 31, 2013; (3) A third draw before March 31, 2014; (4) A fourth draw before June 30, 2014; (5) A fifth draw before September 30, 2014 (6) A sixth draw before December 31, 2014; (7) A seventh draw before March 31, 2015; (8) An eighth and final draw before June 30, 2015, provided, funds are still available.

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, 2014, 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 **Match Funding.** The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in 24 CFR § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third-party, Non-cash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.

2.5 **Salaries.** Salary and fringe benefits (fringe is limited to 20% of total salary costs) in the form taxes and insurance costs paid by the agency on behalf of the staff person working on the grant. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered to basic costs, not related to specific grant activity, and shall be covered by the agency. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week. **Overtime or bonuses are not allowable expenses.** Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

2.6 **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 utilized for eligible activities as described within subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378), the 2009 HEARTH Act, 24 CFR Part 576, the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments, and other regulations governing the

Emergency Solutions Grant Program, including 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 homeless persons or persons at-risk of homelessness (as defined within the desk guide).

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 Intern and Organization/For-Profit participants, including but not limited to income, citizenship and Urban County 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 and 570.209.

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 **Denial, Discharge, or Termination of HMIS Program Participation.** The denial, discharge or termination of a HMIS Program Participant must be provided in writing in accordance with the standards set forth within the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant is terminated only in the most severe cases. All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services.

3.7 **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.

3.8 **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 a complete list of all program applicants and participants, inclusive of participant income, demographic data, and performance reviews, and 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 five years after the project terminates and grants County the option of retention of the project records, books, papers and documents. Intern participant files shall include eligibility documentation and documentation of work attendance and performance. 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 **HMIS.** All employees inputting data into the Homeless Management Information System ("HMIS") shall be informed of and sign an agreement to uphold the HMIS policies and procedures, inclusive of client data privacy and the standards set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule.

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 CDBG Grant Funds for Fiscal Year 2011-2012 to be delivered to County by March 30, 2013. Organization agrees to provide additional audits upon request.



## **5. UNIFORM ADMINISTRATIVE REQUIREMENTS.**

5.1 **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".

5.2 **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.

5.3 **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.

## **6. HOLD HARMLESS AND INDEMNITY AGREEMENT.**

6.1 **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.

6.2 **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.

## **7. NON-DISCRIMINATION & EQUAL OPPORTUNITY**

7.1 **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.

**7.2 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.

**7.3 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. .

**7.4 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.

**7.5 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.).

**7.6 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.

**7.7 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.

## **8. CONFLICTS OF INTEREST.**

**8.1 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).

**8.2 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.

**8.3 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.

**8.4 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.

## **9. DRUG-FREE WORK PLACE.**

**9.1 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.

**10. LEAD BASED PAINT POISONING PREVENTION.**

10.1 **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.

**11. GENERAL TERMS AND CONDITIONS.**

11.1 **Debarment, Suspension, and Other Responsibilities.** Organization certifies and warrants that neither the Organization firm nor any owner, partner, director, officer, or principal of the Organization, 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.

11.2 **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.

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

11.4 **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.

11.5 **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.

11.6 **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.

11.7 **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.

11.8 **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: Aaron Farnon, Executive Director  
P.O. Box 881  
Modesto, CA 95354

11.9 **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.

11.10 **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

COMMUNITY HOUSING & SHELTER SERVICES

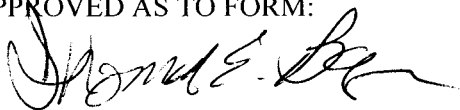
By:   
Angela Freitas, Director  
Planning and Community Development

By:   
Aaron Farnon  
Executive Director

"County"

"Organization"

APPROVED AS TO FORM:



John P. Doering  
County Counsel



EXHIBIT A  
Stanislaus County  
Emergency Solutions Grant (ESG)  
For Fiscal Year 2013-2014

**A. Project Summary Page**

A-1 Project Title: HMIS Data Entry

**Amount Awarded: \$12,845**

Shelter Activities: \$0

Essential \$0  Operational \$0  Rehab/Renovation \$0

Outreach Activities: Essential \$0

HMIS Activities: \$12,845

Homeless Prevention/ Rapid Re-housing: \$0

Rental Assistance \$0  Housing Reloc. & Stabilization \$0

Total Project Cost \$ 12,845

A-2 Agency: Community Housing and Shelter Services (CHSS)

Agency Address: 936 McHenry Ave., Modesto CA 95350

Phone: (209)527-0444 ext. 303 Fax: (209)575-9818

Incorporated year: 1981 501(c)(3):  Yes or  No Tax ID number: 770079748

DUNS Number (9 digit No.): 835658782

A-3 Contact Name: Aaron Farnon Title: Executive Director

Contact Address (if different than above): P.O. Box 881 Modesto, CA 95354

Contact e-mail address: chssfarnon@gmail.com

Contact Phone: (209)527-0444 ext. 303 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 this project: 1

A-6 Other measurements of program success:

Improvements in reporting bed coverage for all shelters in Stanislaus County in the HMIS system. Ultimately, to create a more in depth data set for tracking individuals and families transitions into and out of homelessness.

A-7 Summarized Project Description

This project will involve training low-income Stanislaus Urban County resident(s) on how to complete HMIS data entry, and monitor for data quality. Ultimately this position will include running HMIS reports, completing data analysis, providing training to other HMIS users and conducting outreach and engagement to encourage HMIS participation. This overall goal of this HMIS program is to improve HMIS data quality and participation and to create one new job within the Stanislaus Urban County. This funding will also be used to purchase HMIS user licenses if necessary. The intern(s) placed in this position will rotate sites, performing data entry and other various HMIS tasks as needed.

**Exhibit B**  
**ESG FY 13-14 Allocation & Project Budget**

Agency: Community Housing & Shelter Services  
 Project: HMIS Data Entry  
 Date: 5-Jun-13

**BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:**  
 FY 2013-2014 Recommended Award based off of scoring criteria and funding availability.  
 Target number of unduplicated individuals is 1 individual.

Line Item	Requested	Awarded
<b>STREET OUTREACH</b>		
<b>Essential Services</b>		
Salaries : (total from Exhibit C)	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary):	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>EMERGENCY SHELTER</b>		
<b>Essential Services</b>		
Salaries : (total from Exhibit C)	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary):	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$17,472.03</b>	<b>\$0.00</b>
<b>Operational Costs</b>		
Rent:	\$0.00	\$0.00
Utilities:	\$0.00	\$0.00
Maintenance (specify _____):	\$0.00	\$0.00
Other (specify _____):	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$6,246.00</b>	<b>\$0.00</b>
<b>Renovation</b>		
Conversion	\$0.00	\$0.00
Major Rehabilitation	\$0.00	\$0.00
Renovation	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>HOMELESS PREVENTION/RAPID RE-HOUSING</b>		
<b>Essential Services</b>		
Salaries : (total from Exhibit C)	\$0.00	\$3,603.00
Benefits/Taxes (capped at 20% of salary):	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$3,603.00</b>
<b>Financial Assistance Costs</b>		
Rental Application Fees:	\$0.00	\$0.00
Security Deposits:	\$0.00	\$0.00
Last Month's Rent:	\$0.00	\$0.00
Utility Deposits:	\$0.00	\$0.00
Utility Payments:	\$0.00	\$0.00
Moving Costs:	\$0.00	\$0.00
Services Costs:	\$0.00	\$0.00
Short-term Rental Assistance (0-3 mos.):	\$0.00	\$0.00
Medium-term Rental Assistance (4-24 mos.):	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$40,000.00</b>	<b>\$0.00</b>
<b>HMIS</b>		
<b>Essential Services</b>		
Salaries : (total from Exhibit C)	\$16,667.00	\$10,704.00
Benefits/Taxes (capped at 20% of salary):	\$3,333.00	\$2,141.00
<b>Subtotal:</b>	<b>\$20,000.00</b>	<b>\$12,845.00</b>
<b>Other Costs</b>		
Participation Fees:	\$0.00	\$0.00
Training:	\$0.00	\$0.00
Technical Assistance:	\$0.00	\$0.00
Other (specify _____):	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL:</b>	<b>\$20,000.00</b>	<b>\$12,845.00</b>

## EXHIBIT C

### FY 2013-2014 EMERGENCY SHELTER GRANTS PROGRAM CERTIFICATIONS BY THE EXECUTIVE DIRECTOR/CHIEF EXECUTIVE OFFICER/PRESIDENT OF

#### Community Housing and Shelter Services

I, Aaron Farnon, Executive Director of Community Housing and Shelter Services, certify that the agency will comply with all Emergency Solutions Grant regulations, as set forth within 24 CFR 576. I further certify that the agency will comply with the following requirements, as set forth within Title 24 §91.225(c) of the Code of Federal Regulations:

**Major rehabilitation/conversion** – (1) If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation; (2) If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion; (3) In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction 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, so long as the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

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

**Supportive Services** – The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

**Matching Funds** – The jurisdiction will obtain matching amounts required under 24 CFR 576.201.

**Confidentiality** – The jurisdiction has established and is implementing 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, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in




providing services assisted under the program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan** – All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction’s consolidated plan.

**Discharge Policy** – The jurisdiction will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health-care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

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

7/30/13  
Date

Aaron Farnon  
Typed Name of Signatory

Executive Director, Community Housing and Shelter Services  
Title

**ESG AGREEMENT**

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Emergency Solutions Grant ("ESG") Program (hereinafter referred to as "County") and FAMILY PROMISE OF GREATER MODESTO (hereinafter referred to as "Organization") on July 1, 2013.

**WITNESSETH**

WHEREAS, County has received an Emergency Solutions 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), as amended (24 CFR 576); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2013-157, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such an Emergency Solutions Program; and

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

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

**1. SCOPE OF SERVICE.**

1.1 **General Scope.** Organization shall provide services under its Shelter for Homeless Families 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, 2013, and end on June 30, 2014, 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 \$12,646 in ESG grant funds for Fiscal Year 2013-2014, 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, 2013; (2) A second draw after December 15, 2013; (3) A third draw after March 15, 2014; (4) A fourth and final draw after June 15, 2014; provided, however, that all complete draw requests must be received before June 30, 2014.

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 FY 2013-2014 Stanislaus County ESG Grant Agreement

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 of each Fiscal Year, 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 **Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner (2<sup>nd</sup> quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.

2.5 **Match Funding.** The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in 24 CFR § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third-party, Non-cash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.

2.6 **Salaries.** Salary and fringe benefits (fringe is limited to 20% of total salary costs) in the form taxes and insurance costs paid by the agency on behalf of the staff person working on the grant. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the agency. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week. **Overtime or bonuses are not allowable expenses.** Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

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

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

### 3. USE OF FUNDS.

3.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be utilized for eligible activities as described within subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371–11378), the 2009 HEARTH Act, 24 CFR Part 576, the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments, and other regulations governing the Emergency Solutions Grant Program, including 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 homeless persons or persons at-risk of homelessness (as defined within the desk guide).

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 **In-eligible Uses of Funds.** The following uses are not eligible for ESG funds: (1) Funds issued directly to program participants. All ESG financial assistance funds shall be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants; (2) Motel and hotel vouchers may not be provided for program participants for more than 30 days and may only be provided if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by the program participants; (3) ESG funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing.

3.4 **Limit on Length of Assistance.** (1) Homeless Prevention and Rapid Re-housing program participants may receive up to 12 months of rental assistance and housing relocation and stabilization services. This assistance may be extended if the program participant's housing plan has been followed and the case manager determines that additional months of assistance are required for the participant to overcome additional barriers to housing. In no case can HPRP assistance exceed 24 months during any 3-year period. (2) Shelter services must establish limits on the length of assistance within their program policies.

3.5 **Program Income.** Program income shall be handled in the manor described within the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments. Any program income derived from the project, if any, shall be re-distributed to the Organization's ESG fund *or* to County for redistribution in ESG. (1) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

### 4. PROGRAM PARTICIPANT ELIGIBILITY.

4.1 **General Eligibility.** Eligibility of program participants shall be evaluated prior to ESG program entry with an initial consultation conducted by Organization to determine if they meet the following criteria: (1) Household, which is defined as all persons that will be living in the home to be subsidized with ESG funds, must be at or below 30 percent of Area Median Income (AMI); (2) The household must be

homeless or at-risk of homelessness, as defined by 24 CFR 276. Eligibility determinations must be made and documented in accordance with the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments.

4.2 **Centralized or Coordinated Assessment System.** Grantees are required to use a centralized or coordinated system to initially assess the eligibility and needs of each individual or family who seeks homeless assistance or homelessness prevention assistance. This would be developed and implemented by the Continuum of Care in accordance with minimum requirements to be established by HUD.

4.3 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into ESG. Income must be calculated and documented in accordance with the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments. HUD updates Income Limit Tables annually, or more. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.

4.4 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.5 **Re-certifying Eligibility.** Organization agrees to evaluate and certify the eligibility of homeless prevention program participants at least once every 3 months during program enrollment and of homeless program participants once every 12 months during program enrollment.

4.6 **Program Participant Responsibilities.** Standards for determining the share of rent and utilities costs that each program participant is responsible to pay, if any, while receiving homelessness prevention or rapid rehousing assistance is as follows: (1) If at intake a client is determined to have cash-income or benefits, their rental assistance shall decrease by 10% every month. If a case manager determines that barriers exist that would make this requirement an obstacle to stable permanent housing at program exit, then this requirement may be waived. Barriers shall be documented in client file and must be consistent with CoC established barriers; (2) Debt to income ratio limits include: 35% income to housing ratio; and a 45% total monthly debt to income ratio. If a case manager creates a housing plan that includes a plan for getting a program participant's debt to income ratio to these levels, then this requirement may be waived. This shall be documented in the client's Housing Plan and signed by the client.

4.7 **Eligible Stanislaus Urban County Areas.** Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 276, are considered to be Urban County residents.

4.8 **Collaboration, Coordination and Resource and Referral Services.** All CDBG Public Services and ESG grantees must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider.

4.9 **Coordination with Continuum(s) of Care and other programs.** The recipient and its sub-recipients must document their compliance with the requirements of 24 CFR § 576.400 for consulting with the Continuum of Care (CoC) and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs (see Section III (8)(e) of this document for details on the CoC meetings). The recipient must keep records of the participation in HMIS or a comparable database by all projects of the recipient and its sub-recipients.

4.10 **ESG Sub-committee.** All ESG grantees must attend the ESG Sub-committee, which meets once every other month, after the general CoC meeting. ESG recipients must attend this sub-committee meeting to ensure standardized coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers.

## 5. RESTRICTIONS RELATED TO RENTAL UNITS.

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

5.2 **Habitability Standards.** Units receiving ESG assistance must pass a minimum threshold of habitability, including lead-based paint. Renovations completed with ESG funds must also meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant already resides may be inspected, by the Agency, according to the habitability standards required for the Housing Choice Voucher program. ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant will be moving shall be inspected, by the County, according to the habitability standards required for the Housing Choice Voucher program: (1) Organization shall notify the County when such an inspection is required. (2) Organization shall give County 48 hours notice of said inspection need. (3) Organization shall be charged a fee for said inspection at an hourly rate of \$58.23, subject to change upon written notification from the County. (a) Inspection fee will be automatically drawn from Organization's dedicated Rental Assistance grant fund. (b) An inspection sheet, indicating whether the unit passed or failed, will be provided to Organization within 24 hours of the inspection completion. (4) Agency is responsible for ensuring landlords are aware of and prepared for the habitability inspections. (5) Units requiring an inspection shall be inspected on an annual basis for the duration of time the unit is receiving ESG assistance, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (5) If a unit has a change of tenancy and the new tenant is to receive ESG Financial Assistance for the unit, Organization shall have the unit re-inspected, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (6) Organization shall keep a record of inspections for units receiving ESG funding.

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

5.4 **Rent Reasonableness and Fair Market Rent Assessments.** Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888.111-888.115, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507. (1) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.

5.5 **Rental Unit General Requirements.** Best efforts must be made to ensure that units receiving ESG assistance are legal dwellings and are not in the process of foreclosure.

5.6 **Use with Other Subsidies.** Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance, or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URA payments.

## 6. **RESTRICTIONS RELATED TO SHELTER FACILITIES.**

6.1 **Shelter and Housing Standards.** The revised standards for emergency shelters require all shelters to meet minimum habitability standards adopted from the SHP regulations and current Emergency Solutions Grant guidance. Shelters renovated with ESG funds are also required to meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. The records must include documentation of compliance with the shelter and housing standards in 24 CFR § 576.403, including inspection reports.

6.2 **Accessibility.** A recipient shall operate each existing program or activity receiving federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. Grantees are also required to provide reasonable accommodations for persons with disabilities in order to enable program participants with a disability to have an equal opportunity to participate in the program or activity. Grantees that undertake alterations to shelters may be subject to additional accessibility requirements in accordance with 24 CFR part 8.

6.3 **Shelter Rehab Activities.**(1) If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation; (2) If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion; (3) In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of three (3) years after the date the building is first occupied by a homeless individual or family after the completed renovation; any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

6.4 **Minimum standards for emergency shelter renovation, conversion or rehab.** Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the

following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards as described in 24 CFR § 576.403.

6.5 **Prohibition against involuntary family separation.** The age, of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses Emergency Solutions Grant (ESG) funding or services and provides shelter to families with children under age 18.

6.6 **Essential Shelter Services.** In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction 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, so long as the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area. To the extent possible, sub-grantees shall assess, prioritize, and reassess individuals' and families' needs for case management and resource and referral services.

6.7 **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.

## 7. DOCUMENTATION, DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.

7.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments.

7.2 **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.

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

7.4 **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).

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

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



such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with ESG funds in the quarterly report to be provided to County.

7.7 **General Records.** Records must be kept in accordance with the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments. 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.

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

7.9 **Audit Provision.** Organization agrees to provide to County at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of ESG Grant Funds for Fiscal Year 2010-2011 to be delivered to County by September 30, 2012 and for Fiscal Year 2011-2012 to be delivered to County by December 30, 2012.

## **8. UNIFORM ADMINISTRATIVE REQUIREMENTS.**

8.1 **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".

8.2 **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, arm's 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.

8.3 **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.

## **9. HOLD HARMLESS AND INDEMNITY AGREEMENT.**

9.1 **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.

9.2 **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.

## **10. NON-DISCRIMINATION & EQUAL OPPORTUNITY**

10.1 **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 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.

10.2 **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.

**10.3 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. .

**10.4 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.

**10.5 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.).

**10.6 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.

**10.7 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.

## **11. CONFLICTS OF INTEREST.**

**11.1 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).

**11.2 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.

**11.3 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.

**11.4 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.

## **12. DRUG-FREE WORK PLACE.**

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

## **13. TERMINATION OF SERVICES & REVERSION OF ASSETS.**

**13.1 Denial, Discharge, or Termination of Client Services.** The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

**13.2 Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the

Agreement compensation amount under the following conditions: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any ESG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of ESG funds.

13.3 **Insolvency.** If the Organization becomes insolvent, all unused ESG funds shall be returned to the County for disposition.

#### 14. **GENERAL TERMS AND CONDITIONS.**

14.1 **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.

14.2 **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.

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

14.4 **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.

14.5 **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.

14.6 **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.

14.7 **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.

14.8 **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: Angela Freitas, Interim Director, ESG Program  
1010 Tenth Street, Suite 3400  
Modesto, CA 95354

To Organization: Family Promise of Greater Modesto  
Attn.: Wendy Warner, Executive Director  
2301 Woodland Ave.  
Modesto, CA 95358

14.9 **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.


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

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

COUNTY OF STANISLAUS

FAMILY PROMISE OF GREATER MODESTO

By:



Angela Freitas, Director  
Planning and Community Development

"County"

By:



Wendy Warner  
Executive Director

"Organization"

APPROVED AS TO FORM:



Thomas E. Boze  
Deputy County Counsel



EXHIBIT A  
Stanislaus County  
Emergency Solutions Grant (ESG)  
For Fiscal Year 2013-2014

**A. Project Summary Page**

A-1 Project Title: Shelter for Homeless Families Program

**Amount Awarded: \$12,646**

Shelter Activities: \$12,646

Essential \$11,150  Operational \$1,496  Rehab/Renovation \$0

Outreach Activities: Essential \$0

HMIS Activities: \$0

Homeless Prevention/ Rapid Re-housing: \$0

Rental Assistance \$0  Housing Reloc. & Stabilization \$0

Total Project Cost \$ 385,414

A-2 Agency: Family Promise

Agency Address: 2301 Woodland Ave., Modesto CA 95358

Phone: (209)549-9454 Fax: (209) 549-9484

Incorporated year: \_\_\_\_\_ 501(c)(3):  Yes or  No Tax ID number: 71-0936185

DUNS Number (9 digit No.): 023267225

A-3 Contact Name: Wendy Warner Title: Executive Director

Contact Address (if different than above): \_\_\_\_\_

Contact e-mail address: families4@sbcglobal.net

Contact Phone: 209-549-9454 Fax: 209-549-9484

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: 64

A-6 Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):

- Total number of shelter nights provided
- The number of individuals that obtain permanent housing
- The number of individuals who have an increase in their income

A-7 Summarized Project Description:

Family Promise of Greater Modesto provides Transitional Shelter to homeless families allowing them the opportunity to remain together. In addition to overnight shelter, enrolled families receive food and access to a Day Center which offers showers and laundry facilities, phone and internet access and transportation from the Day Center to the shelter. Throughout their enrollment in the program, Case Managers work with each family to remove the barriers that impede their ability to remain in permanent housing.



## Exhibit B

### ESG FY 13-14 Allocation & Project Budget

Agency: Family Promise

Project: Shelter for Homeless Families

Date: 5-Jun-13

#### BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:

FY 2013-2014 Recommended Award based off of scoring criteria and funding availability.

Target number of unduplicated individuals is 64 individuals.

Line Item	Requested	Awarded
<b>STREET OUTREACH</b>		
<b>Essential Services</b>		
Salaries : (total from Exhibit C)	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary):	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>EMERGENCY SHELTER</b>		
<b>Essential Services</b>		
Salaries : (total from Exhibit C)	\$20,166.00	\$9,000.00
Benefits/Taxes (capped at 20% of salary):	\$1,560.00	\$1,800.00
Transportation	\$874.98	\$350.00
<b>Subtotal:</b>	<b>\$22,600.98</b>	<b>\$11,150.00</b>
<b>Operational Costs</b>		
Rent:	\$6,000.00	\$1,000.00
Utilities:	\$1,200.00	\$496.00
Insurance:	\$6,000.00	\$0.00
Direct Guest Services	\$1,525.00	\$0.00
<b>Subtotal:</b>	<b>\$14,725.00</b>	<b>\$1,496.00</b>
<b>Renovation</b>		
Conversion	\$0.00	\$0.00
Major Rehabilitation	\$0.00	\$0.00
Renovation	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>HOMELESS PREVENTION/RAPID RE-HOUSING</b>		
<b>Essential Services</b>		
Salaries : (total from Exhibit C)	\$1,890.00	\$0.00
Benefits/Taxes (capped at 20% of salary):	\$500.00	\$0.00
Transportation	\$870.00	\$0.00
<b>Subtotal:</b>	<b>\$3,260.00</b>	<b>\$0.00</b>
<b>Financial Assistance Costs</b>		
Rental Application Fees:	\$0.00	\$0.00
Security Deposits:	\$0.00	\$0.00
Last Month's Rent:	\$0.00	\$0.00
Utility Deposits:	\$0.00	\$0.00
Utility Payments:	\$0.00	\$0.00
Moving Costs:	\$0.00	\$0.00
Services Costs:	\$0.00	\$0.00
Short-term Rental Assistance (0-3 mos.):	\$0.00	\$0.00
Medium-term Rental Assistance (4-24 mos.):	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>HMIS</b>		
<b>Essential Services</b>		
Salaries : (total from Exhibit C)	\$1,260.00	\$0.00
Benefits/Taxes (capped at 20% of salary):	\$240.00	\$0.00
<b>Subtotal:</b>	<b>\$1,500.00</b>	<b>\$0.00</b>
<b>Other Costs</b>		
Participation Fees:	\$0.00	\$0.00
Training:	\$0.00	\$0.00
Technical Assistance:	\$0.00	\$0.00
Other (specify _____):	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL:</b>	<b>\$42,085.98</b>	<b>\$12,646.00</b>

## EXHIBIT C

### FY 2013-2014 EMERGENCY SHELTER GRANTS PROGRAM CERTIFICATIONS BY THE EXECUTIVE DIRECTOR/CHIEF EXECUTIVE OFFICER/PRESIDENT OF

#### FAMILY PROMISE OF GREATER MODESTO

I, Wendy Warner, Executive Director of Family Promise of Greater Modesto, certify that the agency will comply with all Emergency Solutions Grant regulations, as set forth within 24 CFR 576. I further certify that the agency will comply with the following requirements, as set forth within Title 24 §91.225(c) of the Code of Federal Regulations:

**Major rehabilitation/conversion** – (1) If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation; (2) If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion; (3) In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction 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, so long as the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

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

**Supportive Services** – The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

**Matching Funds** – The jurisdiction will obtain matching amounts required under 24 CFR 576.201.

**Confidentiality** – The jurisdiction has established and is implementing 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, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan** – All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction’s consolidated plan.

**Discharge Policy** – The jurisdiction will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health-care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

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: Wendy Warner  
Signature

7/18/2013  
Date

Wendy Warner  
Typed Name of Signatory

Executive Director, Family Promise of Greater Modesto  
Title

**ESG AGREEMENT**

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Emergency Solutions Grant ("ESG") Program (hereinafter referred to as "County") and the WE CARE OF TURLOCK (hereinafter referred to as "Organization") on July 1, 2013.

**WITNESSETH**

WHEREAS, County has received an Emergency Solutions 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), as amended (24 CFR 576); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2013-157, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such an Emergency Solutions Program; and

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

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

**1. SCOPE OF SERVICE.**

1.1 **General Scope.** Organization shall provide services under its Emergency Cold Weather Shelter 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, 2013, and end on June 30, 2014, 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 \$9,900 in ESG grant funds for Fiscal Year 2013-2014, 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, 2013; (2) A second draw after December 15, 2013; (3) A third draw after March 15, 2014; (4) A fourth and final draw after June 15, 2014; provided, however, that all complete draw requests must be received before June 30, 2014.

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 of each Fiscal Year, 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 Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner (2<sup>nd</sup> quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.

**2.5 Match Funding.** The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in 24 CFR § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third-party, Non-cash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.

**2.6 Salaries.** Salary and fringe benefits (fringe is limited to 20% of total salary costs) in the form taxes and insurance costs paid by the agency on behalf of the staff person working on the grant. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the agency. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week. **Overtime or bonuses are not allowable expenses.** Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

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

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

**3. USE OF FUNDS.**

3.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be utilized for eligible activities as described within subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371–11378), the 2009 HEARTH Act, 24 CFR Part 576, the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments, and other regulations governing the Emergency Solutions Grant Program, including 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 homeless persons or persons at-risk of homelessness (as defined within the desk guide).

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 **In-eligible Uses of Funds.** The following uses are not eligible for ESG funds: (1) Funds issued directly to program participants. All ESG financial assistance funds shall be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants; (2) Motel and hotel vouchers may not be provided for program participants for more than 30 days and may only be provided if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by the program participants; (3) ESG funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing.

3.4 **Limit on Length of Assistance.** (1) Homeless Prevention and Rapid Re-housing program participants may receive up to 12 months of rental assistance and housing relocation and stabilization services. This assistance may be extended if the program participant's housing plan has been followed and the case manager determines that additional months of assistance are required for the participant to overcome additional barriers to housing. In no case can HPRP assistance exceed 24 months during any 3-year period. (2) Shelter services must establish limits on the length of assistance within their program policies.

3.5 **Program Income.** Program income shall be handled in the manor described within the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments. Any program income derived from the project, if any, shall be re-distributed to the Organization's ESG fund *or* to County for redistribution in ESG. (1) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

**4. PROGRAM PARTICIPANT ELIGIBILITY.**

4.1 **General Eligibility.** Eligibility of program participants shall be evaluated prior to ESG program entry with an initial consultation conducted by Organization to determine if they meet the following criteria: (1) Household, which is defined as all persons that will be living in the home to be subsidized with ESG funds, must be at or below 30 percent of Area Median Income (AMI); (2) The household must be homeless or at-risk of homelessness, as defined by 24 CFR 276. Eligibility determinations must be made and

documented in accordance with the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments.

4.2 **Centralized or Coordinated Assessment System.** Grantees are required to use a centralized or coordinated system to initially assess the eligibility and needs of each individual or family who seeks homeless assistance or homelessness prevention assistance. This would be developed and implemented by the Continuum of Care in accordance with minimum requirements to be established by HUD.

4.3 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into ESG. Income must be calculated and documented in accordance with the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments. HUD updates Income Limit Tables annually, or more. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.

4.4 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.5 **Re-certifying Eligibility.** Organization agrees to evaluate and certify the eligibility of homeless prevention program participants at least once every 3 months during program enrollment and of homeless program participants once every 12 months during program enrollment.

4.6 **Program Participant Responsibilities.** Standards for determining the share of rent and utilities costs that each program participant is responsible to pay, if any, while receiving homelessness prevention or rapid rehousing assistance is as follows: (1) If at intake a client is determined to have cash-income or benefits, their rental assistance shall decrease by 10% every month. If a case manager determines that barriers exist that would make this requirement an obstacle to stable permanent housing at program exit, then this requirement may be waived. Barriers shall be documented in client file and must be consistent with CoC established barriers; (2) Debt to income ratio limits include: 35% income to housing ratio; and a 45% total monthly debt to income ratio. If a case manager creates a housing plan that includes a plan for getting a program participant's debt to income ratio to these levels, then this requirement may be waived. This shall be documented in the client's Housing Plan and signed by the client.

4.7 **Eligible Stanislaus Urban County Areas.** Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 276, are considered to be Urban County residents.

4.8 **Collaboration, Coordination and Resource and Referral Services.** All CDBG Public Services and ESG grantees must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider.

4.9 **Coordination with Continuum(s) of Care and other programs.** The recipient and its sub-recipients must document their compliance with the requirements of 24 CFR § 576.400 for consulting with the Continuum of Care (CoC) and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs (see Section III (8)(e) of this document for details on the CoC meetings). The recipient must keep records of the participation in HMIS or a comparable database by all projects of the recipient and its sub-recipients.

4.10 **ESG Sub-committee.** All ESG grantees must attend the ESG Sub-committee, which meets once every other month, after the general CoC meeting. ESG recipients must attend this sub-committee meeting to ensure standardized coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers.

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

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

5.2 **Habitability Standards.** Units receiving ESG assistance must pass a minimum threshold of habitability, including lead-based paint. Renovations completed with ESG funds must also meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant already resides may be inspected, by the Agency, according to the habitability standards required for the Housing Choice Voucher program. ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant will be moving shall be inspected, by the County, according to the habitability standards required for the Housing Choice Voucher program: (1) Organization shall notify the County when such an inspection is required. (2) Organization shall give County 48 hours notice of said inspection need. (3) Organization shall be charged a fee for said inspection at an hourly rate of \$58.23, subject to change upon written notification from the County. (a) Inspection fee will be automatically drawn from Organization's dedicated Rental Assistance grant fund. (b) An inspection sheet, indicating whether the unit passed or failed, will be provided to Organization within 24 hours of the inspection completion. (4) Agency is responsible for ensuring landlords are aware of and prepared for the habitability inspections. (5) Units requiring an inspection shall be inspected on an annual basis for the duration of time the unit is receiving ESG assistance, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (5) If a unit has a change of tenancy and the new tenant is to receive ESG Financial Assistance for the unit, Organization shall have the unit re-inspected, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (6) Organization shall keep a record of inspections for units receiving ESG funding.

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



5.4 **Rent Reasonableness and Fair Market Rent Assessments.** Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888.111-888.115, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507. (1) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.

5.5 **Rental Unit General Requirements.** Best efforts must be made to ensure that units receiving ESG assistance are legal dwellings and are not in the process of foreclosure.

5.6 **Use with Other Subsidies.** Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance, or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URA payments.

## 6. **RESTRICTIONS RELATED TO SHELTER FACILITIES.**

6.1 **Shelter and Housing Standards.** The revised standards for emergency shelters require all shelters to meet minimum habitability standards adopted from the SHP regulations and current Emergency Solutions Grant guidance. Shelters renovated with ESG funds are also required to meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. The records must include documentation of compliance with the shelter and housing standards in 24 CFR § 576.403, including inspection reports.

6.2 **Accessibility.** A recipient shall operate each existing program or activity receiving federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. Grantees are also required to provide reasonable accommodations for persons with disabilities in order to enable program participants with a disability to have an equal opportunity to participate in the program or activity. Grantees that undertake alterations to shelters may be subject to additional accessibility requirements in accordance with 24 CFR part 8.

6.3 **Shelter Rehab Activities.**(1) If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation; (2) If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion; (3) In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of three (3) years after the date the building is first occupied by a homeless individual or family after the completed renovation; any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

6.4 **Minimum standards for emergency shelter renovation, conversion or rehab.** Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the

following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards as described in 24 CFR § 576.403.

**6.5 Prohibition against involuntary family separation.** The age, of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses Emergency Solutions Grant (ESG) funding or services and provides shelter to families with children under age 18.

**6.6 Essential Shelter Services.** In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction 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, so long as the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area. To the extent possible, sub-grantees shall assess, prioritize, and reassess individuals' and families' needs for case management and resource and referral services.

**6.7 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.

**7. DOCUMENTATION, DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.**

**7.1 Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments.

**7.2 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.

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

**7.4 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).

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

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

such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with ESG funds in the quarterly report to be provided to County.

**7.7 General Records.** Records must be kept in accordance with the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments. 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.

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

**7.9 Audit Provision.** Organization agrees to provide to County at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of ESG Grant Funds for Fiscal Year 2010-2011 to be delivered to County by September 30, 2012 and for Fiscal Year 2011-2012 to be delivered to County by December 30, 2012.

## **8. UNIFORM ADMINISTRATIVE REQUIREMENTS.**

**8.1 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".

**8.2 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, arm's 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.

**8.3 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.

**9. HOLD HARMLESS AND INDEMNITY AGREEMENT.**

9.1 **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.

9.2 **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.

**10. NON-DISCRIMINATION & EQUAL OPPORTUNITY**

10.1 **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 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.

10.2 **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.

**10.3 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. .

**10.4 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.

**10.5 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.).

**10.6 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.

**10.7 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.

## **11. CONFLICTS OF INTEREST.**

**11.1 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).

**11.2 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.

**11.3 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.

**11.4 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.

## **12. DRUG-FREE WORK PLACE.**

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

## **13. TERMINATION OF SERVICES & REVERSION OF ASSETS.**

**13.1 Denial, Discharge, or Termination of Client Services.** The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

**13.2 Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the

Agreement compensation amount under the following conditions: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any ESG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of ESG funds.

13.3 **Insolvency.** If the Organization becomes insolvent, all unused ESG funds shall be returned to the County for disposition.

#### 14. **GENERAL TERMS AND CONDITIONS.**

14.1 **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.

14.2 **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.

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

14.4 **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.

14.5 **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.

14.6 **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.

14.7 **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.

14.8 **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: Angela Freitas, Interim Director, ESG Program  
                                  1010 Tenth Street, Suite 3400  
                                  Modesto, CA 95354

To Organization:         We Care of Turlock  
                                  Attention: Barbara Olgave, Executive Director  
                                  P.O. Box 1291  
                                  Turlock, CA 95381

14.9 **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.

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



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

COUNTY OF STANISLAUS

WE CARE OF TURLOCK

By: 

By: 

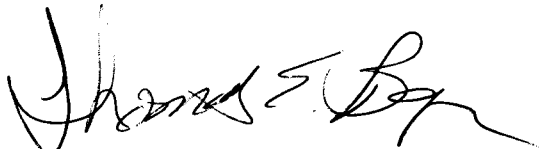
Angela Freitas, Director  
Planning and Community Development

Barbara Olgave  
Executive Director

"County"

"Organization"

APPROVED AS TO FORM:



Thomas E. Boze  
Deputy County Counsel



EXHIBIT A  
Stanislaus County  
Emergency Solutions Grant (ESG)  
For Fiscal Year 2013-2014

**A. Project Summary Page**

A-1 Project Title: Emergency Cold Weather Shelter

**Amount Awarded: \$9,900**

Shelter Activities: \$9,900

Essential \$7,200  Operational \$2,700  Rehab/Renovation \$0

Outreach Activities: Essential \$0

HMIS Activities: \$0

Homeless Prevention/ Rapid Re-housing:

Rental Assistance \$0  Housing Reloc. & Stabilization \$0

Total Project Cost \$ 127,436

A-2 Agency: We Care of Turlock

Agency Address: P.O. Box 1291, Turlock, CA 95381

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: Barbara Olgave Title: Executive Director

Contact Address (if different than above): \_\_\_\_\_

Contact e-mail address: barbara@wecareturlock.org

Contact Phone: (209) 664-2003 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: 59

A-6 Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):

- Total number of shelter nights provided
- The number of men that transition into our Rapid Re-housing and Supportive Housing Programs.

A-7 Summarized Project Description:

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, 2013 to March 31, 2014, 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.

**Exhibit B**  
**ESG FY 13-14 Allocation & Project Budget**

Agency: We Care of Turlock  
 Project: Emergency Shelter  
 Date: 5-Jun-13

**BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:**

FY 2013-2014 Recommended Award based off of scoring criteria and funding availability.

Target number of unduplicated individuals is 59 individuals.

Line Item	Requested	Awarded
<b>STREET OUTREACH</b>		
<b>Essential Services</b>		
Salaries : (total from Exhibit C)	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary):	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>EMERGENCY SHELTER</b>		
<b>Essential Services</b>		
Salaries : (total from Exhibit C)	\$15,000.00	\$6,000.00
Benefits/Taxes (capped at 20% of salary):	\$2,250.00	\$1,200.00
Transportation	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$17,250.00</b>	<b>\$7,200.00</b>
<b>Operational Costs</b>		
Rent:	\$2,500.00	\$800.00
Utilities:	\$3,000.00	\$900.00
Maintenance (General)	\$0.00	\$0.00
Other (specify Liability Insurance):	\$1,750.00	\$0.00
Other: (Cleaning Supplies, Office, Telephone)	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$7,250.00</b>	<b>\$1,700.00</b>
<b>Renovation</b>		
Conversion	\$0.00	\$0.00
Major Rehabilitation	\$0.00	\$0.00
Renovation	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>HOMELESS PREVENTION/RAPID RE-HOUSING</b>		
<b>Essential Services</b>		
Salaries : (total from Exhibit C)	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary):	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Financial Assistance Costs</b>		
Rental Application Fees:	\$0.00	\$0.00
Security Deposits:	\$0.00	\$0.00
Last Month's Rent:	\$0.00	\$0.00
Utility Deposits:	\$0.00	\$0.00
Utility Payments:	\$0.00	\$0.00
Moving Costs:	\$0.00	\$0.00
Services Costs:	\$0.00	\$0.00
Short-term Rental Assistance (0-3 mos.):	\$0.00	\$0.00
Medium-term Rental Assistance (4-24 mos.):	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>HMIS</b>		
<b>Essential Services</b>		
Salaries : (total from Exhibit C)	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary):	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Other Costs</b>		
Security:	\$3,000.00	\$1,000.00
Fees:	\$0.00	\$0.00
In-Kind Food Donations:	\$0.00	\$0.00
In-Kind Volunteer Hours :	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$3,000.00</b>	<b>\$1,000.00</b>
<b>TOTAL:</b>	<b>\$27,500.00</b>	<b>\$9,900.00</b>

## EXHIBIT C

### FY 2013-2014 EMERGENCY SHELTER GRANTS PROGRAM CERTIFICATIONS BY THE EXECUTIVE DIRECTOR/CHIEF EXECUTIVE OFFICER/PRESIDENT OF

#### WE CARE OF TURLOCK

I, Barbara Olgave, Executive Director of We Care of Turlock, certify that the agency will comply with all Emergency Solutions Grant regulations, as set forth within 24 CFR 576. I further certify that the agency will comply with the following requirements, as set forth within Title 24 §91.225(c) of the Code of Federal Regulations:

**Major rehabilitation/conversion** – (1) If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation; (2) If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion; (3) In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction 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, so long as the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

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

**Supportive Services** – The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

**Matching Funds** – The jurisdiction will obtain matching amounts required under 24 CFR 576.201.

**Confidentiality** – The jurisdiction has established and is implementing 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, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in

providing services assisted under the program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan** – All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction’s consolidated plan.

**Discharge Policy** – The jurisdiction will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health-care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

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: Barbara Olgave  
Signature

July 18, 2013  
Date

Barbara Olgave  
Typed Name of Signatory

Executive Director, We Care of Turlock  
Title

**ESG AGREEMENT**

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Emergency Solutions Grant ("ESG") Program (hereinafter referred to as "County") and the WE CARE OF TURLOCK (hereinafter referred to as "Organization") on July 1, 2013.

**WITNESSETH**

WHEREAS, County has received an Emergency Solutions 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), as amended (24 CFR 576); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2013-157, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such an Emergency Solutions Program; and

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

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

**1. SCOPE OF SERVICE.**

1.1 **General Scope.** Organization shall provide services under its Rapid Re-Housing 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, 2013, and end on June 30, 2014, 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 \$10,591 in ESG grant funds for Fiscal Year 2013-2014, 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, 2013; (2) A second draw after December 15, 2013; (3) A third draw after March 15, 2014; (4) A fourth and final draw after June 15, 2014; provided, however, that all complete draw requests must be received before June 30, 2014.

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 of each Fiscal Year, 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 Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner (2<sup>nd</sup> quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.

**2.5 Match Funding.** The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in 24 CFR § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third-party, Non-cash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.

**2.6 Salaries.** Salary and fringe benefits (fringe is limited to 20% of total salary costs) in the form taxes and insurance costs paid by the agency on behalf of the staff person working on the grant. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the agency. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week. **Overtime or bonuses are not allowable expenses.** Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

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

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

### 3. USE OF FUNDS.

3.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be utilized for eligible activities as described within subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371–11378), the 2009 HEARTH Act, 24 CFR Part 576, the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments, and other regulations governing the Emergency Solutions Grant Program, including 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 homeless persons or persons at-risk of homelessness (as defined within the desk guide).

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 **In-eligible Uses of Funds.** The following uses are not eligible for ESG funds: (1) Funds issued directly to program participants. All ESG financial assistance funds shall be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants; (2) Motel and hotel vouchers may not be provided for program participants for more than 30 days and may only be provided if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by the program participants; (3) ESG funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing.

3.4 **Limit on Length of Assistance.** (1) Homeless Prevention and Rapid Re-housing program participants may receive up to 12 months of rental assistance and housing relocation and stabilization services. This assistance may be extended if the program participant's housing plan has been followed and the case manager determines that additional months of assistance are required for the participant to overcome additional barriers to housing. In no case can HPRP assistance exceed 24 months during any 3-year period. (2) Shelter services must establish limits on the length of assistance within their program policies.

3.5 **Program Income.** Program income shall be handled in the manner described within the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments. Any program income derived from the project, if any, shall be re-distributed to the Organization's ESG fund *or* to County for redistribution in ESG. (1) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

### 4. PROGRAM PARTICIPANT ELIGIBILITY.

4.1 **General Eligibility.** Eligibility of program participants shall be evaluated prior to ESG program entry with an initial consultation conducted by Organization to determine if they meet the following criteria: (1) Household, which is defined as all persons that will be living in the home to be subsidized with ESG funds, must be at or below 30 percent of Area Median Income (AMI); (2) The household must be homeless or at-risk of homelessness, as defined by 24 CFR 276. Eligibility determinations must be made and



documented in accordance with the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments.

4.2 **Centralized or Coordinated Assessment System.** Grantees are required to use a centralized or coordinated system to initially assess the eligibility and needs of each individual or family who seeks homeless assistance or homelessness prevention assistance. This would be developed and implemented by the Continuum of Care in accordance with minimum requirements to be established by HUD.

4.3 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into ESG. Income must be calculated and documented in accordance with the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments. HUD updates Income Limit Tables annually, or more. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.

4.4 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.5 **Re-certifying Eligibility.** Organization agrees to evaluate and certify the eligibility of homeless prevention program participants at least once every 3 months during program enrollment and of homeless program participants once every 12 months during program enrollment.

4.6 **Program Participant Responsibilities.** Standards for determining the share of rent and utilities costs that each program participant is responsible to pay, if any, while receiving homelessness prevention or rapid rehousing assistance is as follows: (1) If at intake a client is determined to have cash-income or benefits, their rental assistance shall decrease by 10% every month. If a case manager determines that barriers exist that would make this requirement an obstacle to stable permanent housing at program exit, then this requirement may be waived. Barriers shall be documented in client file and must be consistent with CoC established barriers; (2) Debt to income ratio limits include: 35% income to housing ratio; and a 45% total monthly debt to income ratio. If a case manager creates a housing plan that includes a plan for getting a program participant's debt to income ratio to these levels, then this requirement may be waived. This shall be documented in the client's Housing Plan and signed by the client.

4.7 **Eligible Stanislaus Urban County Areas.** Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 276, are considered to be Urban County residents.

4.8 **Collaboration, Coordination and Resource and Referral Services.** All CDBG Public Services and ESG grantees must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider.

4.9 **Coordination with Continuum(s) of Care and other programs.** The recipient and its sub-recipients must document their compliance with the requirements of 24 CFR § 576.400 for consulting with the Continuum of Care (CoC) and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs (see Section III (8)(e) of this document for details on the CoC meetings). The recipient must keep records of the participation in HMIS or a comparable database by all projects of the recipient and its sub-recipients.

4.10 **ESG Sub-committee.** All ESG grantees must attend the ESG Sub-committee, which meets once every other month, after the general CoC meeting. ESG recipients must attend this sub-committee meeting to ensure standardized coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers.

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

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

5.2 **Habitability Standards.** Units receiving ESG assistance must pass a minimum threshold of habitability, including lead-based paint. Renovations completed with ESG funds must also meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant already resides may be inspected, by the Agency, according to the habitability standards required for the Housing Choice Voucher program. ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant will be moving shall be inspected, by the County, according to the habitability standards required for the Housing Choice Voucher program: (1) Organization shall notify the County when such an inspection is required. (2) Organization shall give County 48 hours notice of said inspection need. (3) Organization shall be charged a fee for said inspection at an hourly rate of \$58.23, subject to change upon written notification from the County. (a) Inspection fee will be automatically drawn from Organization's dedicated Rental Assistance grant fund. (b) An inspection sheet, indicating whether the unit passed or failed, will be provided to Organization within 24 hours of the inspection completion. (4) Agency is responsible for ensuring landlords are aware of and prepared for the habitability inspections. (5) Units requiring an inspection shall be inspected on an annual basis for the duration of time the unit is receiving ESG assistance, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (5) If a unit has a change of tenancy and the new tenant is to receive ESG Financial Assistance for the unit, Organization shall have the unit re-inspected, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (6) Organization shall keep a record of inspections for units receiving ESG funding.

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

5.4 **Rent Reasonableness and Fair Market Rent Assessments.** Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888.111-888.115, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507. (1) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.

5.5 **Rental Unit General Requirements.** Best efforts must be made to ensure that units receiving ESG assistance are legal dwellings and are not in the process of foreclosure.

5.6 **Use with Other Subsidies.** Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance, or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URA payments.

## 6. RESTRICTIONS RELATED TO SHELTER FACILITIES.

6.1 **Shelter and Housing Standards.** The revised standards for emergency shelters require all shelters to meet minimum habitability standards adopted from the SHP regulations and current Emergency Solutions Grant guidance. Shelters renovated with ESG funds are also required to meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. The records must include documentation of compliance with the shelter and housing standards in 24 CFR § 576.403, including inspection reports.

6.2 **Accessibility.** A recipient shall operate each existing program or activity receiving federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. Grantees are also required to provide reasonable accommodations for persons with disabilities in order to enable program participants with a disability to have an equal opportunity to participate in the program or activity. Grantees that undertake alterations to shelters may be subject to additional accessibility requirements in accordance with 24 CFR part 8.

6.3 **Shelter Rehab Activities.**(1) If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation; (2) If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion; (3) In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of three (3) years after the date the building is first occupied by a homeless individual or family after the completed renovation; any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

6.4 **Minimum standards for emergency shelter renovation, conversion or rehab.** Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the

following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards as described in 24 CFR § 576.403.

**6.5 Prohibition against involuntary family separation.** The age, of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses Emergency Solutions Grant (ESG) funding or services and provides shelter to families with children under age 18.

**6.6 Essential Shelter Services.** In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction 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, so long as the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area. To the extent possible, sub-grantees shall assess, prioritize, and reassess individuals' and families' needs for case management and resource and referral services.

**6.7 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.

**7. DOCUMENTATION, DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.**

**7.1 Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments.

**7.2 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.

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

**7.4 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).

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

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

such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with ESG funds in the quarterly report to be provided to County.

**7.7 General Records.** Records must be kept in accordance with the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments. 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.

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

**7.9 Audit Provision.** Organization agrees to provide to County at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of ESG Grant Funds for Fiscal Year 2010-2011 to be delivered to County by September 30, 2012 and for Fiscal Year 2011-2012 to be delivered to County by December 30, 2012.

## **8. UNIFORM ADMINISTRATIVE REQUIREMENTS.**

**8.1 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".

**8.2 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, arm's 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.

**8.3 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.

## **9. HOLD HARMLESS AND INDEMNITY AGREEMENT.**

9.1 **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.

9.2 **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.

## **10. NON-DISCRIMINATION & EQUAL OPPORTUNITY**

10.1 **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 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.

10.2 **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.

**10.3 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. .

**10.4 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.

**10.5 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.).

**10.6 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.

**10.7 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.

## **11. CONFLICTS OF INTEREST.**

**11.1 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).

**11.2 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.

**11.3 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.

**11.4 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.

## **12. DRUG-FREE WORK PLACE.**

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

## **13. TERMINATION OF SERVICES & REVERSION OF ASSETS.**

**13.1 Denial, Discharge, or Termination of Client Services.** The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

**13.2 Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the



Agreement compensation amount under the following conditions: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any ESG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of ESG funds.

13.3 **Insolvency.** If the Organization becomes insolvent, all unused ESG funds shall be returned to the County for disposition.

#### 14. **GENERAL TERMS AND CONDITIONS.**

14.1 **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.

14.2 **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.

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

14.4 **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.

14.5 **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.

14.6 **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.

14.7 **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.

14.8 **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: Angela Freitas, Interim Director, ESG Program  
1010 Tenth Street, Suite 3400  
Modesto, CA 95354

To Organization: We Care of Turlock  
Attention: Barbara Olgave, Executive Director  
P.O. Box 1291  
Turlock, CA 95381

14.9 **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.

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

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

COUNTY OF STANISLAUS

WE CARE OF TURLOCK

By: 

By: 

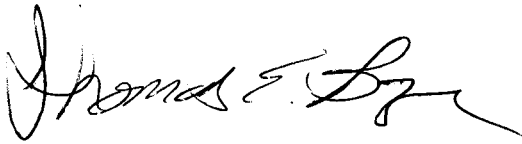
Angela Freitas, Director  
Planning and Community Development

Barbara Olgave  
Executive Director

"County"

"Organization"

APPROVED AS TO FORM:



Thomas E. Boze  
Deputy County Counsel



**EXHIBIT A**  
**Stanislaus County**  
**Emergency Solutions Grant (ESG)**  
**For Fiscal Year 2013-2014**

**A. Project Summary Page**

**A-1** Project Title: Rapid Re-Housing Program

**Amount Awarded: \$10,591**

- Shelter Activities: \$0
    - Essential \$0  Operational \$0  Rehab/Renovation \$0
  - Outreach Activities: Essential \$0
  - HMIS Activities: \$0
  - Homeless Prevention/ Rapid Re-housing: \$10,591
    - Rental Assistance \$8,473  Housing Reloc. & Stabilization \$2,118
- Total Project Cost \$ 114,340

**A-2** Agency: We Care of Turlock  
 Agency Address: P.O. Box 1291, Turlock, CA 95381  
 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: Barbara Olgave Title: Executive Director  
 Contact Address (if different than above): \_\_\_\_\_  
 Contact e-mail address: barbara@wecareturlock.org  
 Contact Phone: (209) 664-2003 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: 3

**A-6** Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):

- Total number of shelter nights provided
- The number of men that transition into our Rapid Re-housing and Supportive Housing Programs.

**A-7** Summarized Project Description:

The We Care Rapid Re-housing Program provides services for homeless individuals and families without children over the age of 18 who fall at or below 30% of the area median income. This project will assist 4 homeless individuals and families with housing search and placement, rental application fees, rental and utility assistance, rental and utility deposits, case management, referrals, and support services. Referrals to Alliance Worknet will be provided to unemployed or underemployed program participants. Project participants receive a housing plan created specifically to meet their individual housing needs and goals. A case manager meets with program participants at least once a month in their home to assess their housing plan progress. The goal of the program is to move individuals and families that are homeless through the transition into a permanent, sustainable, housing situation.

**Exhibit B**  
**ESG FY 13-14 Allocation & Project Budget**

Agency: We Care of Turlock  
 Project: Rapid Re-Housing  
 Date: 5-Jun-13

**BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:**  
 FY 2013-2014 Recommended Award based off of scoring criteria and funding availability.  
 Target number of unduplicated individuals is 3 individuals.

Line Item	Requested	Awarded
<b>STREET OUTREACH</b>		
<b>Essential Services</b>		
Salaries : (total from Exhibit C)	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary):	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>EMERGENCY SHELTER</b>		
<b>Essential Services</b>		
Salaries : (total from Exhibit C)	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary):	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Operational Costs</b>		
Rent:	\$0.00	\$0.00
Utilities:	\$0.00	\$0.00
Maintenance (General)	\$0.00	\$0.00
Other (specify Liability Insurance):	\$0.00	\$0.00
Other: (Cleaning Supplies, Office, Telephone)	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Renovation</b>		
Conversion	\$0.00	\$0.00
Major Rehabilitation	\$0.00	\$0.00
Renovation	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>HOMELESS PREVENTION/RAPID RE-HOUSING</b>		
<b>Essential Services</b>		
Salaries : (total from Exhibit C)	\$4,800.00	\$1,765.00
Benefits/Taxes (capped at 20% of salary):	\$720.00	\$353.00
Transportation		
<b>Subtotal:</b>	<b>\$5,520.00</b>	<b>\$2,118.00</b>
<b>Financial Assistance Costs</b>		
Rental Application Fees:	\$0.00	\$0.00
Security Deposits:	\$3,000.00	\$725.00
Last Month's Rent:	\$1,000.00	\$600.00
Utility Deposits:	\$1,200.00	\$600.00
Utility Payments:	\$0.00	\$0.00
Moving Costs:	\$0.00	\$0.00
Services Costs:	\$0.00	\$0.00
Short-term Rental Assistance (0-3 mos.):	\$3,500.00	\$600.00
Medium-term Rental Assistance (4-24 mos.):	\$15,000.00	\$5,773.00
<b>Subtotal:</b>	<b>\$23,700.00</b>	<b>\$8,298.00</b>
<b>HMIS</b>		
<b>Essential Services</b>		
Salaries : (total from Exhibit C)	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary):	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Other Costs</b>		
Participation Fees:	\$0.00	\$0.00
Inspection Fees:	\$200.00	\$175.00
Other (Office Utilities):	\$0.00	\$0.00
In-Kind Office Space :	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$200.00</b>	<b>\$175.00</b>
<b>TOTAL:</b>	<b>\$29,420.00</b>	<b>\$10,591.00</b>

## EXHIBIT C

### FY 2013-2014 EMERGENCY SHELTER GRANTS PROGRAM CERTIFICATIONS BY THE EXECUTIVE DIRECTOR/CHIEF EXECUTIVE OFFICER/PRESIDENT OF

#### WE CARE OF TURLOCK

I, Barbara Olgave, Executive Director of We Care of Turlock, certify that the agency will comply with all Emergency Solutions Grant regulations, as set forth within 24 CFR 576. I further certify that the agency will comply with the following requirements, as set forth within Title 24 §91.225(c) of the Code of Federal Regulations:

**Major rehabilitation/conversion** – (1) If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation; (2) If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion; (3) In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction 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, so long as the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

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

**Supportive Services** – The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

**Matching Funds** – The jurisdiction will obtain matching amounts required under 24 CFR 576.201.

**Confidentiality** – The jurisdiction has established and is implementing 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, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in

providing services assisted under the program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan** – All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction’s consolidated plan.

**Discharge Policy** – The jurisdiction will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health-care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

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: Barbara Olave  
Signature

July 18, 2013  
Date

Barbara Olave  
Typed Name of Signatory

Executive Director, We Care of Turlock  
Title

**CDBG PUBLIC SERVICE AGREEMENT April 16, 2013**

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 HEALTHY START (DBA: MODESTO CITY SCHOOLS) (hereinafter referred to as "Organization") on July 1, 2013.

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. 2013-157, 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 provide services under its Airport Neighborhood Family Resource Center 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, 2013, and end on June 30, 2014, 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 \$10,000 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, 2013; (2) A second draw after December 15, 2013; (3) A third draw after March 15, 2014; (4) A fourth and final draw after June 15, 2014; provided, however, that all complete draw requests must be received before June 30, 2014.

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, 2014, 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 2012-2013 to be delivered to County by December 30, 2013. 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: Healthy Start (DBA: Modesto City Schools)  
Attention: Janet Nunez-Pineda, Administrator of Student & Family  
Support Services  
801 Empire Ave.  
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:

  
Angela Freitas, Director  
Planning and Community Development

"County"

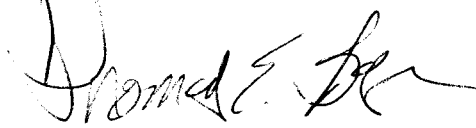
**HEALTHY START (DBA: MODESTO CITY SCHOOLS)**

By:

  
Janet Nunez-Pineda, M.S. PPS  
Administrator of Student & Family Support Services

  
"Organization"

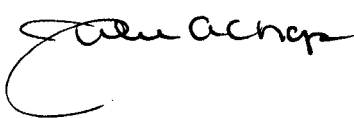
APPROVED AS TO FORM:

  
Thomas E. Boze  
Deputy County Counsel

Organization District Representative:



Organization Fiscal Representative:





EXIHIBIT A  
Stanislaus County  
Community Development Block Grant (CDBG)  
**Public Service Grant**  
For Fiscal Year 2013-2014

**A. Project Summary Page**

**A-1** Project Title: Airport Family Resource Center

Amount Awarded \$10,000

Total Project Cost \$137,667

**A-2** Agency: Healthy Start

Agency Address: 426 Locust Street, Modesto, CA 95354

Phone: 209-550-3300 Fax: 209-550-3494

Incorporated year: 1996 501(c)(  ):  Yes or  No Tax ID number: 77-0195326

DUNS Number (9 digit No.): 074675844

**A-3** Contact Name: Janet Nunez-Pineda Title: Administrator of Student & Family Support Services

Contact Address (if different than above): 801 Empire Avenue, Modesto, CA 95354

Contact e-mail address: nunez.j@monet.k12.ca.us

Contact Phone: 209-569-2952 Fax: 209-569-2953

**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 project: 150

**A-6** Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):

- Number of participants who receive resource and referral services
- Number of participants who graduate from ESL class
- Number of student participants who receive counseling services
- Number of participants who are connected to job employment

**A-7** Summarized Project Description:

This Family Resource Center provides supportive services for low-income at-risk children/youth and their families in the unincorporated portions of the Airport Neighborhood. Case managers work with Orville Wright Elementary School students and their families to provide access and referrals to needed resources revolving around issues such as crisis intervention, job and education training, food insecurity, access to transportation, crime prevention, health insurance enrollment assistance, or mental health services.





## Exhibit B CDBG PUBLIC SERVICES BUDGET FY 2013-2014

Organization: Healthy Start

Project: Airport Neighborhood

Project No: CDBG-

Date: 27-Jun-13

**BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:**

FY 2013-2014 Recommended Award based off of scoring criteria and funding availability.

Target number of unduplicated individuals is 150 for FY 2013-2014.

Budget Categories	Proposed Budget	County Approved Budget
<b>PERSONNEL COSTS</b>		
Salaries (See Exhibit C) \$	16,236.00	\$ 8,000.00
Fringe Benefits \$	3,247.20	\$ 1,600.00
<b>Subtotal \$</b>	<b>19,483.20</b>	<b>\$ 9,600.00</b>
<b>NON-PERSONNEL COSTS</b>		
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 (vehicle) \$	0.00	\$ 0.00
Supplies (Office): \$	266.80	\$ 200.00
Printing: \$	0.00	\$ 0.00
Rental/Maintenance Equipment: \$	0.00	\$ 0.00
Food: \$	0.00	\$ 0.00
Automobile/Transportation/Mileage: \$	0.00	\$ 0.00
Staff Training/Conferences: \$	0.00	\$ 0.00
Professional Fees (Parent Recruitment):	0.00	\$ 0.00
<b>Subtotal: \$</b>	<b>266.80</b>	<b>\$ 200.00</b>
<b>OTHER PROJECT COSTS</b>		
Bus Passes: \$	250.00	\$ 200.00
Shelter (motel lodging) : \$	0.00	\$ 0.00
<b>Subtotal: \$</b>	<b>250.00</b>	<b>\$ 200.00</b>
<b>GRAND TOTAL: \$</b>	<b>20,000.00</b>	<b>\$ 10,000.00</b>

CDBG PUBLIC SERVICE AGREEMENT

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 CENTER FOR HUMAN SERVICES (hereinafter referred to as "Organization") on July 1, 2013.

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. 2013-157, 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 provide services under its Westside Family Resource Center 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, 2013, and end on June 30, 2014, 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 \$12,373 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, 2013; (2) A second draw after December 15, 2013; (3) A third draw after March 15, 2014; (4) A fourth and final draw after June 15, 2014; provided, however, that all complete draw requests must be received before June 30, 2014.

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, 2014, 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 2012-2013 to be delivered to County by December 30, 2013. 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: The Center for Human Services  
Attention: Cindy Duenas, Executive Director  
1700 McHenry Village Way, Suite 11  
Modesto, CA 95350

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

THE CENTER FOR HUMAN SERVICES

By:



Angela Freitas, Director  
Planning and Community Development

"County"

By:



Cindy Duenas  
Executive Director

"Organization"

APPROVED AS TO FORM:



Thomas E. Boze  
Deputy County Counsel



EXHIBIT A  
Stanislaus County  
Community Development Block Grant (CDBG)  
**Public Service Grant**  
For Fiscal Year 2013-2014

**A. Project Summary Page**

A-1 Project Title: Westside Family Resource Center  
Amount Awarded \$12,373  
Total Project Cost \$848,387

A-2 Agency: Center for Human Services  
Agency Address: 1700 McHenry Village Way Suite 11, Modesto, CA 95350  
Phone: (209)526-1476 Fax: (209)526-0908  
Incorporated year: 1970 501(c)(3):  Yes or  No Tax ID number: 94-1725620  
DUNS Number (9 digit No.): 03-8119202

A-3 Contact Name: Lori Schumacher Title: Program Director  
Contact Address (if different than above): same  
Contact e-mail address: lschumacher@centerforhumanservices.org  
Contact Phone: (209)526-1476 Fax: (209)526-0908

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 project: 220

A-6 Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):

- Participants will attend financial planning training & receive assistance with their utility bills
- 75% of those families will report improvement in their functioning/well-being
- 90% will report satisfaction with the program staff and services

A-7 Summarized Project Description:

The Patterson and Newman Family Resource Centers provides 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 works 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.



## Exhibit B CDBG PUBLIC SERVICES BUDGET FY 2013-2014

**Organization:** Center for Human Services

**Project:** Westside FRC

**Project No:** CDBG-

**Date:** 4-Jun-13

**BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:**

FY 2013-2014 Recommended Award based off of scoring criteria and funding availability.

Target number of unduplicated individuals is 220 for FY 2013-2014.

Budget Categories	Proposed Budget	County Approved Budget
<b>PERSONNEL COSTS</b>		
Salaries (See Exhibit C) \$	5,544.00	\$ 3,400.00
Fringe Benefits \$	1,109.00	\$ 680.00
<b>Subtotal \$</b>	<b>6,653.00</b>	<b>\$ 4,080.00</b>
<b>NON-PERSONNEL COSTS</b>		
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 (vehicle) \$	0.00	\$ 0.00
Supplies (Office): \$	0.00	\$ 0.00
Printing: \$	0.00	\$ 0.00
Rental/Maintenance Equipment: \$	0.00	\$ 0.00
Food: \$	0.00	\$ 0.00
Automobile/Transportation/Mileage: \$	0.00	\$ 0.00
Staff Training/Conferences: \$	0.00	\$ 0.00
Professional Fees (Parent Recruitment):	0.00	\$ 0.00
<b>Subtotal: \$</b>	<b>0.00</b>	<b>\$ 0.00</b>
<b>OTHER PROJECT COSTS</b>		
Utility Assistance: \$	13,347.00	\$ 8,293.00
Shelter (motel lodging) : \$	0.00	\$ 0.00
<b>Subtotal: \$</b>	<b>13,347.00</b>	<b>\$ 8,293.00</b>
<b>GRAND TOTAL: \$</b>	<b>20,000.00</b>	<b>\$ 12,373.00</b>

## 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, 2013**.

### Introduction

A. Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant (“CDBG”) program for FY 2013-2014 in the amount **\$2,112,059** 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:

<b>Jurisdiction</b>	<b>Poverty &amp; Population</b>
Stanislaus County	\$587,755
Ceres	\$235,442
Hughson	\$117,758
Newman	\$133,725
Oakdale	\$147,548
Patterson	\$133,577
Waterford	\$122,637
<b>TOTAL</b>	<b>\$1,478,442</b>

2. The Stanislaus Urban County shall also receive an amount not to exceed twenty percent of the total FY 2013-2014 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. The following represents the Stanislaus Urban County administrative funding distribution breakdown:

<b>Jurisdiction</b>	<b>Administration</b>
Stanislaus County	\$308,707
Ceres	\$14,784
Hughson	\$14,784
Newman	\$14,784
Oakdale	\$14,784
Patterson	\$14,784
Waterford	\$14,784
<b>TOTAL</b>	<b>\$397,411</b>

3. An amount not to exceed ten percent of the total FY 2013-2014 CDBG entitlement funds, **\$211,206**, 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 \$25,000 shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).

5. 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.

6. 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.

7. Each party has the responsibility to ensure its activities comply with the FY 2013-2014 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.

8. 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.

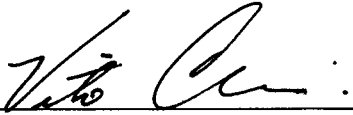
9. Pursuant to Government Code section 6505, each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

10. 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.

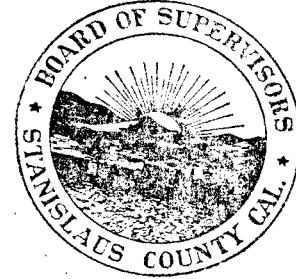
– Signatures on following pages –


COUNTY OF STANISLAUS

By   
Vito Chiesa  
Chairman of the Board of Supervisors

Dated 8/20/13

ATTEST: Christine Ferraro-Tallman  
Clerk of the Board of Supervisors  
of the County of Stanislaus, State of California

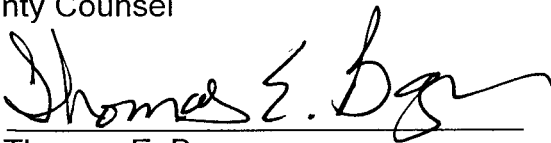


By   
Elizabeth King  
Assistant Clerk

APPROVED AS TO CONTENT:  
Angela Freitas, Director  
Planning and Community Development Department

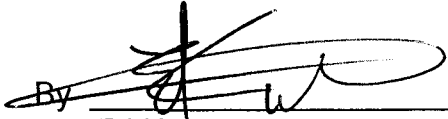
By   
Angela Freitas  
Director

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

By   
Thomas E. Boze  
Deputy County Counsel

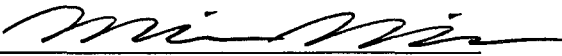


CITY OF NEWMAN


By   
Ed Katen  
Mayor

8-13-13  
Dated

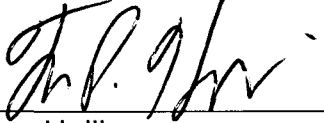
ATTEST:

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

## AMENDED COOPERATION AGREEMENT

This AGREEMENT AMENDMENT is made and entered into by and between STANISLAUS COUNTY, State of California (hereinafter referred to as "County") and the CITY OF NEWMAN (hereinafter referred to as "City") on August 21, 2013.

WHEREAS, the U.S. Department of Housing and Urban Development requires conformance with Community Planning and Development Notice 13-04, which provides Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2014-2016; and WHEREAS, the Notice requires Urban Counties who receive Emergency Solutions Grant funds to include such funds in their Cooperation Agreements; and WHEREAS the Notice requires that all Cooperation Agreements include specific terminology for term limits and compliance with all other applicable laws.

NOW, THEREFORE, to comply with the requirements of CPD Notice 13-04 the parties hereto do mutually agree to amend the Cooperation Agreement, executed on the 11<sup>th</sup> day of June 2013, as follows:

1. The Emergency Solutions Grant Program (ESG) shall be incorporated by reference into Paragraphs 1, 10, and 11 of the Cooperation Agreement in addition to Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME).

2. Paragraph 14 shall be incorporated into the Cooperation Agreement as follows:

14. City shall participate annually in the Stanislaus Urban County's Grant Review Panel to assist in the decision making process for how best to utilize Emergency Solutions Grants (ESG) funds, as annually allocated by HUD, throughout Stanislaus County. Grant Review Panel duties include providing input on how to target funds, providing input on how to structure the competitive grant funding process, reviewing and scoring of applications, and attendance during all grant applicant presentations.

3. Paragraph 4 of the Cooperation Agreement is amended to insert the following sentences:

1) The Cooperation Agreement shall remain in effect until all program funds (CDBG, ESG, and HOME), and program income received, are expended, and any funded activities are completed, and


2) The County and City may not withdraw from the Amended Cooperation Agreement while it remains in effect.

4. Paragraph 7 of the Cooperation Agreement is amended to insert the following sentence: County and City shall comply with all other applicable laws.


*Signatures on following page.*

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


**COUNTY OF STANISLAUS**

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

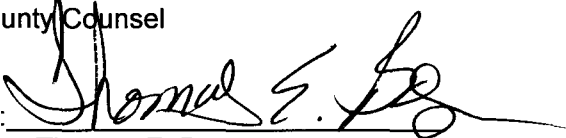
**CITY OF NEWMAN**

By:   
Michael E. Holland  
City Manager  
"City"

*Terms and provisions of this agreement are fully authorized under State and local law. This cooperation agreement provides full legal authority for Stanislaus County:*

ATTEST:  
  
Mike Maier  
Deputy City Clerk

APPROVED AS TO FORM:  
JOHN P. DOERING  
County Counsel

By:   
Thomas E. Boze  
Deputy County Counsel

## 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, 2013**.

### Introduction

A. Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant (“CDBG”) program for FY 2013-2014 in the amount **\$2,112,059** 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:

<b>Jurisdiction</b>	<b>Poverty &amp; Population</b>
Stanislaus County	\$587,755
Ceres	\$235,442
Hughson	\$117,758
Newman	\$133,725
Oakdale	\$147,548
Patterson	\$133,577
Waterford	\$122,637
<b>TOTAL</b>	<b>\$1,478,442</b>

2. The Stanislaus Urban County shall also receive an amount not to exceed twenty percent of the total FY 2013-2014 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. The following represents the Stanislaus Urban County administrative funding distribution breakdown:

<b>Jurisdiction</b>	<b>Administration</b>
Stanislaus County	\$308,707
Ceres	\$14,784
Hughson	\$14,784
Newman	\$14,784
Oakdale	\$14,784
Patterson	\$14,784
Waterford	\$14,784
<b>TOTAL</b>	<b>\$397,411</b>

3. An amount not to exceed ten percent of the total FY 2013-2014 CDBG entitlement funds, **\$211,206**, 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 \$25,000 shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).

5. 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.

6. 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.

7. Each party has the responsibility to ensure its activities comply with the FY 2013-2014 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.

8. 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.

9. Pursuant to Government Code section 6505, each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

10. 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.

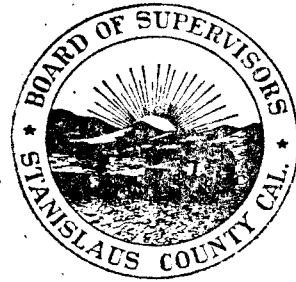
– Signatures on following pages –

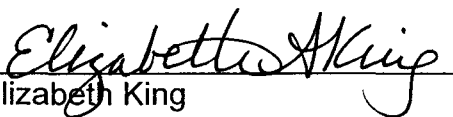
COUNTY OF STANISLAUS

By   
Vito Chiesa  
Chairman of the Board of Supervisors

Dated 8/20/13

ATTEST: Christine Ferraro-Tallman  
Clerk of the Board of Supervisors  
of the County of Stanislaus, State of California

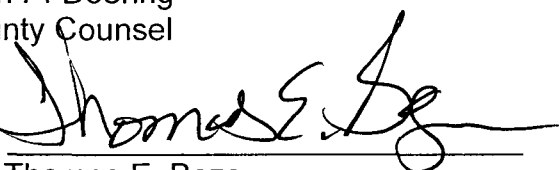


By   
Elizabeth King  
Assistant Clerk

APPROVED AS TO CONTENT:  
Angela Freitas, Director  
Planning and Community Development Department

By   
Angela Freitas  
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

8/5/2013  
Dated

ATTEST:

By Kathy Teixeira  
Kathy Teixeira, CMC  
City Clerk

APPROVED AS TO CONTENT:

By Bryan Whitemyer  
Bryan Whitemyer  
City Manager

APPROVED AS TO FORM:

By Thomas P. Hallinan  
Thomas P. Hallinan  
City Attorney

## AMENDED COOPERATION AGREEMENT

This AGREEMENT AMENDMENT is made and entered into by and between STANISLAUS COUNTY, State of California (hereinafter referred to as "County") and the CITY OF OAKDALE (hereinafter referred to as "City") on August 21, 2013.

WHEREAS, the U.S. Department of Housing and Urban Development requires conformance with Community Planning and Development Notice 13-04, which provides Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2014-2016; and WHEREAS, the Notice requires Urban Counties who receive Emergency Solutions Grant funds to include such funds in their Cooperation Agreements; and WHEREAS the Notice requires that all Cooperation Agreements include specific terminology for term limits and compliance with all other applicable laws.

NOW, THEREFORE, to comply with the requirements of CPD Notice 13-04 the parties hereto do mutually agree to amend the Cooperation Agreement, executed on the 20th day of May 2013, as follows:

1. The Emergency Solutions Grant Program (ESG) shall be incorporated by reference into Paragraphs 1, 10, and 11 of the Cooperation Agreement in addition to Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME).

2. Paragraph 14 shall be incorporated into the Cooperation Agreement as follows:

14. City shall participate annually in the Stanislaus Urban County's Grant Review Panel to assist in the decision making process for how best to utilize Emergency Solutions Grants (ESG) funds, as annually allocated by HUD, throughout Stanislaus County. Grant Review Panel duties include providing input on how to target funds, providing input on how to structure the competitive grant funding process, reviewing and scoring of applications, and attendance during all grant applicant presentations.

3. Paragraph 4 of the Cooperation Agreement is amended to insert the following sentences:

1) The Cooperation Agreement shall remain in effect until all program funds (CDBG, ESG, and HOME), and program income received, are expended, and any funded activities are completed, and

2) The County and City may not withdraw from the Amended Cooperation Agreement while it remains in effect.

4. Paragraph 7 of the Cooperation Agreement is amended to insert the following sentence: County and City shall comply with all other applicable laws.

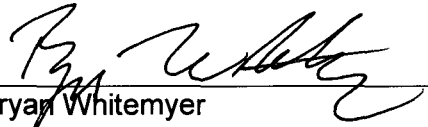
*Signatures on following page.*


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

**COUNTY OF STANISLAUS**

**CITY OF OAKDALE**

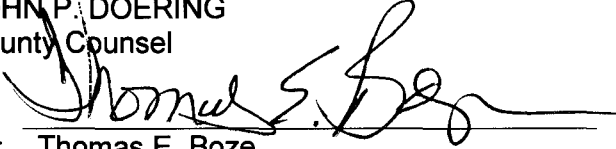
By:   
\_\_\_\_\_  
Angela Freitas, Director  
Planning and Community Development  
"County"

By:   
\_\_\_\_\_  
Bryan Whitemyer  
City Manager  
"City"

ATTEST:  
  
\_\_\_\_\_  
Kathy Teixeira, CMC  
City Clerk

Terms and provisions of this agreement are fully authorized under State and local law. This cooperation agreement provides full legal authority for Stanislaus County:

APPROVED AS TO FORM:  
JOHN P. DOERING  
County Counsel

  
\_\_\_\_\_  
By: Thomas E. Boze  
Deputy County Counsel

## 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, 2013**.

### Introduction

A. Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant (“CDBG”) program for FY 2013-2014 in the amount **\$2,112,059** 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:

<b>Jurisdiction</b>	<b>Poverty &amp; Population</b>
Stanislaus County	\$587,755
Ceres	\$235,442
Hughson	\$117,758
Newman	\$133,725
Oakdale	\$147,548
Patterson	\$133,577
Waterford	\$122,637
<b>TOTAL</b>	<b>\$1,478,442</b>

2. The Stanislaus Urban County shall also receive an amount not to exceed twenty percent of the total FY 2013-2014 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. The following represents the Stanislaus Urban County administrative funding distribution breakdown:

<b>Jurisdiction</b>	<b>Administration</b>
Stanislaus County	\$308,707
Ceres	\$14,784
Hughson	\$14,784
Newman	\$14,784
Oakdale	\$14,784
Patterson	\$14,784
Waterford	\$14,784
<b>TOTAL</b>	<b>\$397,411</b>

3. An amount not to exceed ten percent of the total FY 2013-2014 CDBG entitlement funds, **\$211,206**, 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 \$25,000 shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).

5. 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.

6. 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.

7. Each party has the responsibility to ensure its activities comply with the FY 2013-2014 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.

8. 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.

9. Pursuant to Government Code section 6505, each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

10. 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.

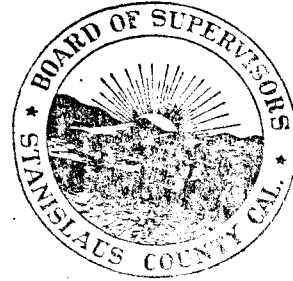
– Signatures on following pages –

COUNTY OF STANISLAUS

By *Vito Chiesa*  
Vito Chiesa  
Chairman of the Board of Supervisors

Dated 8/20/13

ATTEST: Christine Ferraro-Tallman  
Clerk of the Board of Supervisors  
of the County of Stanislaus, State of California



By *Elizabeth King*  
Elizabeth King  
Assistant Clerk

APPROVED AS TO CONTENT:  
Angela Freitas, Director  
Planning and Community Development Department

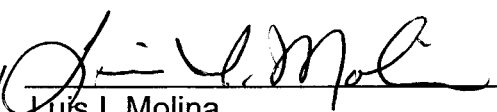
By *Angela Freitas*  
Angela Freitas  
Director

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

By *Thomas E. Boze*  
Thomas E. Boze  
Deputy County Counsel

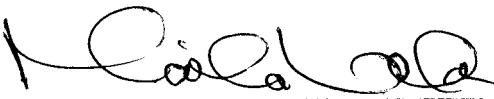


CITY OF PATTERSON


By   
Luis I. Molina  
Mayor

8/2/13  
Dated


ATTEST:

By   
Maricela L. Vela  
City Clerk

APPROVED AS TO CONTENT:

By   
Rod Butler  
City Manager

APPROVED AS TO FORM:

By   
Douglas White  
City Attorney

## AMENDED COOPERATION AGREEMENT

This AGREEMENT AMENDMENT is made and entered into by and between STANISLAUS COUNTY, State of California (hereinafter referred to as "County") and the CITY OF PATTERSON (hereinafter referred to as "City") on August 21, 2013.

WHEREAS, the U.S. Department of Housing and Urban Development requires conformance with Community Planning and Development Notice 13-04, which provides Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2014-2016; and WHEREAS, the Notice requires Urban Counties who receive Emergency Solutions Grant funds to include such funds in their Cooperation Agreements; and WHEREAS the Notice requires that all Cooperation Agreements include specific terminology for term limits and compliance with all other applicable laws.

NOW, THEREFORE, to comply with the requirements of CPD Notice 13-04 the parties hereto do mutually agree to amend the Cooperation Agreement, executed on the 4<sup>th</sup> day of June 2013, as follows:

1. The Emergency Solutions Grant Program (ESG) shall be incorporated by reference into Paragraphs 1, 10, and 11 of the Cooperation Agreement in addition to Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME).

2. Paragraph 14 shall be incorporated into the Cooperation Agreement as follows:

14. City shall participate annually in the Stanislaus Urban County's Grant Review Panel to assist in the decision making process for how best to utilize Emergency Solutions Grants (ESG) funds, as annually allocated by HUD, throughout Stanislaus County. Grant Review Panel duties include providing input on how to target funds, providing input on how to structure the competitive grant funding process, reviewing and scoring of applications, and attendance during all grant applicant presentations.

3. Paragraph 4 of the Cooperation Agreement is amended to insert the following sentences:

1) The Cooperation Agreement shall remain in effect until all program funds (CDBG, ESG, and HOME), and program income received, are expended, and any funded activities are completed, and

2) The County and City may not withdraw from the Amended Cooperation Agreement while it remains in effect.

4. Paragraph 7 of the Cooperation Agreement is amended to insert the following sentence: County and City shall comply with all other applicable laws.

*Signatures on following page.*

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

**COUNTY OF STANISLAUS**

By:

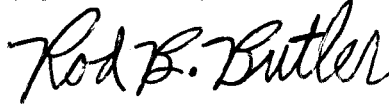


Angela Freitas, Director  
Planning and Community Development

"County"

**CITY OF PATTERSON**

By:



Rod B. Butler  
City Manager

"City"

*Terms and provisions of this agreement are fully authorized under State and local law. This cooperation agreement provides full legal authority for Stanislaus County:*

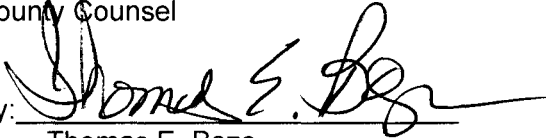
ATTEST:



Maricela L. Vela  
City Clerk

APPROVED AS TO FORM:  
JOHN P. DOERING  
County Counsel

By:



Thomas E. Boze  
Deputy County Counsel

## 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, 2013**.

### Introduction

A. Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant (“CDBG”) program for FY 2013-2014 in the amount **\$2,112,059** 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:

<b>Jurisdiction</b>	<b>Poverty &amp; Population</b>
Stanislaus County	\$587,755
Ceres	\$235,442
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<b>TOTAL</b>	<b>\$1,478,442</b>

2. The Stanislaus Urban County shall also receive an amount not to exceed twenty percent of the total FY 2013-2014 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. The following represents the Stanislaus Urban County administrative funding distribution breakdown:

<b>Jurisdiction</b>	<b>Administration</b>
Stanislaus County	\$308,707
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Newman	\$14,784
Oakdale	\$14,784
Patterson	\$14,784
Waterford	\$14,784
<b>TOTAL</b>	<b>\$397,411</b>

3. An amount not to exceed ten percent of the total FY 2013-2014 CDBG entitlement funds, **\$211,206**, 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 \$25,000 shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).

5. 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.

6. 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.

7. Each party has the responsibility to ensure its activities comply with the FY 2013-2014 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.

8. 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.

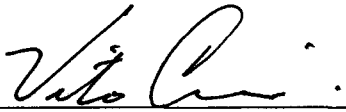
9. Pursuant to Government Code section 6505, each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

10. 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.

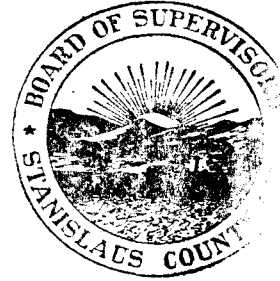
– Signatures on following pages –

COUNTY OF STANISLAUS

By   
Vito Chiesa  
Chairman of the Board of Supervisors

Dated 8/20/13

ATTEST: Christine Ferraro-Tallman  
Clerk of the Board of Supervisors  
of the County of Stanislaus, State of California

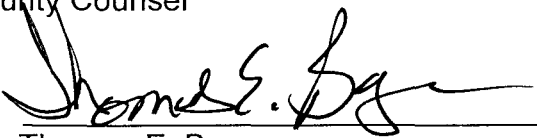


By   
Elizabeth King  
Assistant Clerk

APPROVED AS TO CONTENT:  
Angela Freitas, Director  
Planning and Community Development Department

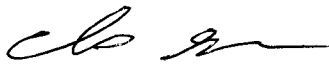
By   
Angela Freitas  
Director

APPROVED AS TO FORM:  
John P. Doering  
County Counsel

By   
Thomas E. Boze  
Deputy County Counsel

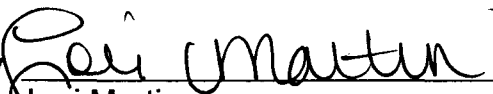


CITY OF WATERFORD

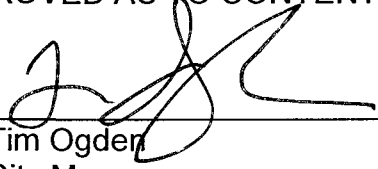
By   
Charlie Goeken  
Mayor

8-1-13  
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

## AMENDED COOPERATION AGREEMENT

This AGREEMENT AMENDMENT is made and entered into by and between STANISLAUS COUNTY, State of California (hereinafter referred to as "County") and the CITY OF WATERFORD hereinafter referred to as "City") on August 21, 2013.

WHEREAS, the U.S. Department of Housing and Urban Development requires conformance with Community Planning and Development Notice 13-04, which provides Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2014-2016; and WHEREAS, the Notice requires Urban Counties who receive Emergency Solutions Grant funds to include such funds in their Cooperation Agreements; and WHEREAS the Notice requires that all Cooperation Agreements include specific terminology for term limits and compliance with all other applicable laws.

NOW, THEREFORE, to comply with the requirements of CPD Notice 13-04 the parties hereto do mutually agree to amend the Cooperation Agreement, executed on the 16<sup>th</sup> day of May 2013, as follows:

1. The Emergency Solutions Grant Program (ESG) shall be incorporated by reference into Paragraphs 1, 10, and 11 of the Cooperation Agreement in addition to Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME).

2. Paragraph 14 shall be incorporated into the Cooperation Agreement as follows:

14. City shall participate annually in the Stanislaus Urban County's Grant Review Panel to assist in the decision making process for how best to utilize Emergency Solutions Grants (ESG) funds, as annually allocated by HUD, throughout Stanislaus County. Grant Review Panel duties include providing input on how to target funds, providing input on how to structure the competitive grant funding process, reviewing and scoring of applications, and attendance during all grant applicant presentations.

3. Paragraph 4 of the Cooperation Agreement is amended to insert the following sentences:

1) The Cooperation Agreement shall remain in effect until all program funds (CDBG, ESG, and HOME), and program income received, are expended, and any funded activities are completed, and


2) The County and City may not withdraw from the Amended Cooperation Agreement while it remains in effect.

4. Paragraph 7 of the Cooperation Agreement is amended to insert the following sentence: County and City shall comply with all other applicable laws.


*Signatures on following page.*

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

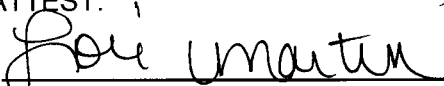
**COUNTY OF STANISLAUS**

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

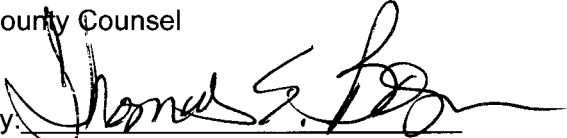
**CITY OF WATERFORD**

By:   
Tim Ogden  
City Manager  
"City"

*Terms and provisions of this agreement are fully authorized under State and local law. This cooperation agreement provides full legal authority for Stanislaus County:*

ATTEST:   
Lori Martin  
City Clerk

APPROVED AS TO FORM:  
JOHN P. DOERING  
County Counsel

By:   
Thomas E. Boze  
Deputy County Counsel

## 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, 2013**.

### Introduction

A. Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant (“CDBG”) program for FY 2013-2014 in the amount **\$2,112,059** 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:

<b>Jurisdiction</b>	<b>Poverty &amp; Population</b>
Stanislaus County	\$587,755
Ceres	\$235,442
Hughson	\$117,758
Newman	\$133,725
Oakdale	\$147,548
Patterson	\$133,577
Waterford	\$122,637
<b>TOTAL</b>	<b>\$1,478,442</b>

2. The Stanislaus Urban County shall also receive an amount not to exceed twenty percent of the total FY 2013-2014 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. The following represents the Stanislaus Urban County administrative funding distribution breakdown:

<b>Jurisdiction</b>	<b>Administration</b>
Stanislaus County	\$308,707
Ceres	\$14,784
Hughson	\$14,784
Newman	\$14,784
Oakdale	\$14,784
Patterson	\$14,784
Waterford	\$14,784
<b>TOTAL</b>	<b>\$397,411</b>

3. An amount not to exceed ten percent of the total FY 2013-2014 CDBG entitlement funds, **\$211,206**, 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 \$25,000 shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).

5. 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.

6. 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.

7. Each party has the responsibility to ensure its activities comply with the FY 2013-2014 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.

8. 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.

9. Pursuant to Government Code section 6505, each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

10. 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.

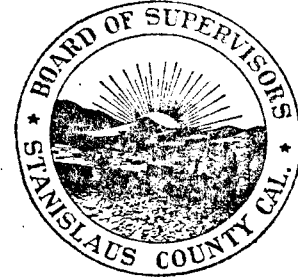
– Signatures on following pages –


COUNTY OF STANISLAUS

By   
Vito Chiesa  
Chairman of the Board of Supervisors

Dated 8/20/13

ATTEST: Christine Ferraro-Tallman  
Clerk of the Board of Supervisors  
of the County of Stanislaus, State of California

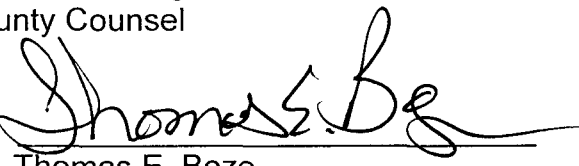


By   
Elizabeth King  
Assistant Clerk

APPROVED AS TO CONTENT:  
Angela Freitas, Director  
Planning and Community Development Department

By   
Angela Freitas  
Director

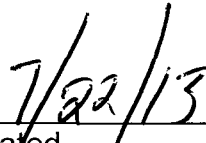
APPROVED AS TO FORM:  
John P. Doering  
County Counsel

By   
Thomas E. Boze  
Deputy County Counsel

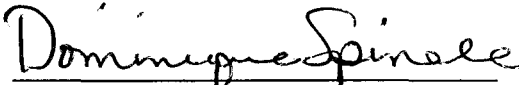


CITY OF HUGHSON

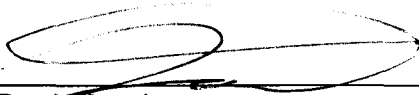
By   
Matthew Beekman  
Mayor

  
Dated

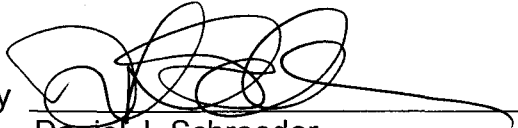
ATTEST:

By   
Linda Abid-Cummings City Clerk  
Dominique Spinale City Clerk

APPROVED AS TO CONTENT:

By   
Raul Mendez  
City Manager

APPROVED AS TO FORM:

By   
Daniel J. Schroeder  
City Attorney

## AMENDED COOPERATION AGREEMENT

This AGREEMENT AMENDMENT is made and entered into by and between STANISLAUS COUNTY, State of California (hereinafter referred to as "County") and the CITY OF HUGHSON (hereinafter referred to as "City") on August 21, 2013.

WHEREAS, the U.S. Department of Housing and Urban Development requires conformance with Community Planning and Development Notice 13-04, which provides Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2014-2016; and WHEREAS, the Notice requires Urban Counties who receive Emergency Solutions Grant funds to include such funds in their Cooperation Agreements; and WHEREAS the Notice requires that all Cooperation Agreements include specific terminology for term limits and compliance with all other applicable laws.

NOW, THEREFORE, to comply with the requirements of CPD Notice 13-04 the parties hereto do mutually agree to amend the Cooperation Agreement, executed on the 28th day of May 2013, as follows:

1. The Emergency Solutions Grant Program (ESG) shall be incorporated by reference into Paragraphs 1, 10, and 11 of the Cooperation Agreement in addition to Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME).

2. Paragraph 14 shall be incorporated into the Cooperation Agreement as follows:

14. City shall participate annually in the Stanislaus Urban County's Grant Review Panel to assist in the decision making process for how best to utilize Emergency Solutions Grants (ESG) funds, as annually allocated by HUD, throughout Stanislaus County. Grant Review Panel duties include providing input on how to target funds, providing input on how to structure the competitive grant funding process, reviewing and scoring of applications, and attendance during all grant applicant presentations.

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*Signatures on following page.*

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


**COUNTY OF STANISLAUS**

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


**CITY OF HUGHSON**

By:   
Raul L. Mendez  
City Manager  
"City"

*Terms and provisions of this agreement are fully authorized under State and local law. This cooperation agreement provides full legal authority for Stanislaus County:*

ATTEST:  
  
Dominique Spinale  
Deputy City Clerk

APPROVED AS TO FORM:  
JOHN P. DOERING  
County Counsel

By:   
Thomas E. Boze  
Deputy County Counsel

## 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, 2013**.

### Introduction

A. Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant (“CDBG”) program for FY 2013-2014 in the amount **\$2,112,059** 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:

<b>Jurisdiction</b>	<b>Poverty &amp; Population</b>
Stanislaus County	\$587,755
Ceres	\$235,442
Hughson	\$117,758
Newman	\$133,725
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Patterson	\$133,577
Waterford	\$122,637
<b>TOTAL</b>	<b>\$1,478,442</b>

2. The Stanislaus Urban County shall also receive an amount not to exceed twenty percent of the total FY 2013-2014 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. The following represents the Stanislaus Urban County administrative funding distribution breakdown:

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Stanislaus County	\$308,707
Ceres	\$14,784
Hughson	\$14,784
Newman	\$14,784
Oakdale	\$14,784
Patterson	\$14,784
Waterford	\$14,784
<b>TOTAL</b>	<b>\$397,411</b>

3. An amount not to exceed ten percent of the total FY 2013-2014 CDBG entitlement funds, **\$211,206**, 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 \$25,000 shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).

5. 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.

6. 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.

7. Each party has the responsibility to ensure its activities comply with the FY 2013-2014 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.

8. 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.


9. Pursuant to Government Code section 6505, each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

10. 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.

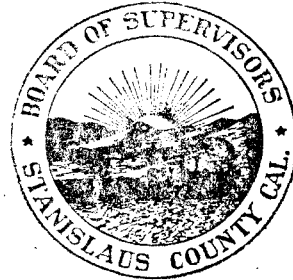
– Signatures on following pages –


COUNTY OF STANISLAUS

By   
Vito Chiesa  
Chairman of the Board of Supervisors


Dated 8/20/13

ATTEST: Christine Ferraro-Tallman  
Clerk of the Board of Supervisors  
of the County of Stanislaus, State of California

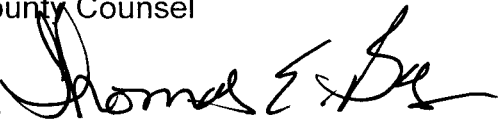


By   
Elizabeth King  
Assistant Clerk

APPROVED AS TO CONTENT:  
Angela Freitas, Director  
Planning and Community Development Department

By   
Angela Freitas  
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

7-22-13  
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

## AMENDED COOPERATION AGREEMENT

This AGREEMENT AMENDMENT is made and entered into by and between STANISLAUS COUNTY, State of California (hereinafter referred to as "County") and the CITY OF CERES (hereinafter referred to as "City") on August 21, 2013.

WHEREAS, the U.S. Department of Housing and Urban Development requires conformance with Community Planning and Development Notice 13-04, which provides Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2014-2016; and WHEREAS, the Notice requires Urban Counties who receive Emergency Solutions Grant funds to include such funds in their Cooperation Agreements; and WHEREAS the Notice requires that all Cooperation Agreements include specific terminology for term limits and compliance with all other applicable laws.

NOW, THEREFORE, to comply with the requirements of CPD Notice 13-04 the parties hereto do mutually agree to amend the Cooperation Agreement, executed on the 28<sup>th</sup> day of May 2013, as follows:

1. The Emergency Solutions Grant Program (ESG) shall be incorporated by reference into Paragraphs 1, 10, and 11 of the Cooperation Agreement in addition to Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME).

2. Paragraph 14 shall be incorporated into the Cooperation Agreement as follows:

14. City shall participate annually in the Stanislaus Urban County's Grant Review Panel to assist in the decision making process for how best to utilize Emergency Solutions Grants (ESG) funds, as annually allocated by HUD, throughout Stanislaus County. Grant Review Panel duties include providing input on how to target funds, providing input on how to structure the competitive grant funding process, reviewing and scoring of applications, and attendance during all grant applicant presentations.

3. Paragraph 4 of the Cooperation Agreement is amended to insert the following sentences:

1) The Cooperation Agreement shall remain in effect until all program funds (CDBG, ESG, and HOME), and program income received, are expended, and any funded activities are completed, and

2) The County and City may not withdraw from the Amended Cooperation Agreement while it remains in effect.

4. Paragraph 7 of the Cooperation Agreement is amended to insert the following sentence: County and City shall comply with all other applicable laws.

*Signatures on following page.*

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

COUNTY OF STANISLAUS

By:



Angela Freitas, Director  
Planning and Community Development

"County"

CITY OF CERES

By:




Chief Art De Werk  
Acting City Manager

"City"

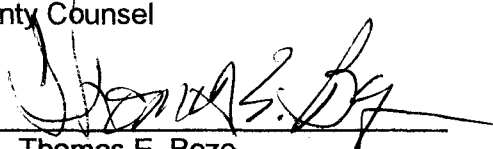
*Terms and provisions of this agreement are fully authorized under State and local law. This cooperation agreement provides full legal authority for Stanislaus County:*

ATTEST:

  
Cindy Heidorn  
City Clerk

APPROVED AS TO FORM:  
JOHN P. DOERING  
County Counsel

By:



Thomas E. Boze  
Deputy County Counsel

**ESG AGREEMENT**

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Emergency Solutions Grant ("ESG") Program (hereinafter referred to as "County") and THE SALVATION ARMY, A CALIFORNIA CORPORATION (hereinafter referred to as "Organization") on July 1, 2013.

**WITNESSETH**

WHEREAS, County has received an Emergency Solutions 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), as amended (24 CFR 576); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2013-157, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such an Emergency Solutions Program; and

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

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

**1. SCOPE OF SERVICE.**

1.1 **General Scope.** Organization shall provide services under its Emergency Shelter 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, 2013, and end on June 30, 2014, 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 \$21,600 in ESG grant funds for Fiscal Year 2013-2014, 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, 2013; (2) A second draw after December 15, 2013; (3) A third draw after March 15, 2014; (4) A fourth and final draw after June 15, 2014; provided, however, that all complete draw requests must be received before June 30, 2014.

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 FY 2013-2014 Stanislaus County ESG Grant Agreement

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 of each Fiscal Year, 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 Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner (2<sup>nd</sup> quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.

**2.5 Match Funding.** The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in 24 CFR § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third-party, Non-cash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.

**2.6 Salaries.** Salary and fringe benefits (fringe is limited to 20% of total salary costs) in the form taxes and insurance costs paid by the agency on behalf of the staff person working on the grant. Paid Time-off (PTO), paid to employees during periods of authorized absences from the job, such as vacation leave, sick leave, military leave, and the like, are NOT eligible expenses. Such costs are considered basic costs, not related to specific grant activity, and shall be covered by the agency. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 40 hour work week. **Overtime or bonuses are not allowable expenses.** Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.

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

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

### **3. USE OF FUNDS.**

3.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be utilized for eligible activities as described within subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371–11378), the 2009 HEARTH Act, 24 CFR Part 576, the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments, and other regulations governing the Emergency Solutions Grant Program, including 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 homeless persons or persons at-risk of homelessness (as defined within the desk guide).

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 **In-eligible Uses of Funds.** The following uses are not eligible for ESG funds: (1) Funds issued directly to program participants. All ESG financial assistance funds shall be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants; (2) Motel and hotel vouchers may not be provided for program participants for more than 30 days and may only be provided if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by the program participants; (3) ESG funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing.

3.4 **Limit on Length of Assistance.** (1) Homeless Prevention and Rapid Re-housing program participants may receive up to 12 months of rental assistance and housing relocation and stabilization services. This assistance may be extended if the program participant's housing plan has been followed and the case manager determines that additional months of assistance are required for the participant to overcome additional barriers to housing. In no case can HPRP assistance exceed 24 months during any 3-year period. (2) Shelter services must establish limits on the length of assistance within their program policies.

3.5 **Program Income.** Program income shall be handled in the manner described within the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments. Any program income derived from the project, if any, shall be re-distributed to the Organization's ESG fund *or* to County for redistribution in ESG. (1) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

### **4. PROGRAM PARTICIPANT ELIGIBILITY.**

4.1 **General Eligibility.** Eligibility of program participants shall be evaluated prior to ESG program entry with an initial consultation conducted by Organization to determine if they meet the following criteria: (1) Household, which is defined as all persons that will be living in the home to be subsidized with ESG funds, must be at or below 30 percent of Area Median Income (AMI); (2) The household must be

homeless or at-risk of homelessness, as defined by 24 CFR 576. Eligibility determinations must be made and documented in accordance with the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments.

4.2 **Centralized or Coordinated Assessment System.** Grantees are required to use a centralized or coordinated system to initially assess the eligibility and needs of each individual or family who seeks homeless assistance or homelessness prevention assistance. This would be developed and implemented by the Continuum of Care in accordance with minimum requirements to be established by HUD.

4.3 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into ESG. Income must be calculated and documented in accordance with the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments. HUD updates Income Limit Tables annually, or more. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.

4.4 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.5 **Re-certifying Eligibility.** Organization agrees to evaluate and certify the eligibility of homeless prevention program participants at least once every 3 months during program enrollment and of homeless program participants once every 12 months during program enrollment.

4.6 **Program Participant Responsibilities.** Standards for determining the share of rent and utilities costs that each program participant is responsible to pay, if any, while receiving homelessness prevention or rapid rehousing assistance is as follows: (1) If at intake a client is determined to have cash-income or benefits, their rental assistance shall decrease by 10% every month. If a case manager determines that barriers exist that would make this requirement an obstacle to stable permanent housing at program exit, then this requirement may be waived. Barriers shall be documented in client file and must be consistent with CoC established barriers; (2) Debt to income ratio limits include: 35% income to housing ratio; and a 45% total monthly debt to income ratio. If a case manager creates a housing plan that includes a plan for getting a program participant's debt to income ratio to these levels, then this requirement may be waived. This shall be documented in the client's Housing Plan and signed by the client.

4.7 **Eligible Stanislaus Urban County Areas.** Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 576, are considered to be Urban County residents.

4.8 **Collaboration, Coordination and Resource and Referral Services.** All CDBG Public Services and ESG grantees must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider.

4.9 **Coordination with Continuum(s) of Care and other programs.** The recipient and its sub-recipients must document their compliance with the requirements of 24 CFR § 576.400 for consulting with the Continuum of Care (CoC) and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs. The recipient must keep records of the participation in HMIS or a comparable database by all projects of the recipient and its sub-recipients.

4.10 **ESG Sub-committee.** All ESG grantees must attend the ESG Sub-committee, which meets once every other month, after the general CoC meeting. ESG recipients must attend this sub-committee meeting to ensure standardized coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers.

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

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

5.2 **Habitability Standards.** Units receiving ESG assistance must pass a minimum threshold of habitability, including lead-based paint. Renovations completed with ESG funds must also meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant already resides may be inspected, by the Agency, according to the habitability standards required for the Housing Choice Voucher program. ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant will be moving shall be inspected, by the County, according to the habitability standards required for the Housing Choice Voucher program: (1) Organization shall notify the County when such an inspection is required. (2) Organization shall give County 48 hours notice of said inspection need. (3) Organization shall be charged a fee for said inspection at an hourly rate of \$58.23, subject to change upon written notification from the County. (a) Inspection fee will be automatically drawn from Organization's dedicated Rental Assistance grant fund. (b) An inspection sheet, indicating whether the unit passed or failed, will be provided to Organization within 24 hours of the inspection completion. (4) Agency is responsible for ensuring landlords are aware of and prepared for the habitability inspections. (5) Units requiring an inspection shall be inspected on an annual basis for the duration of time the unit is receiving ESG assistance, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (5) If a unit has a change of tenancy and the new tenant is to receive ESG Financial Assistance for the unit, Organization shall have the unit re-inspected, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (6) Organization shall keep a record of inspections for units receiving ESG funding.

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

5.4 **Rent Reasonableness and Fair Market Rent Assessments.** Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR



part 888.111-888.115, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507. (1) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.

**5.5 Rental Unit General Requirements.** Best efforts must be made to ensure that units receiving ESG assistance are legal dwellings and are not in the process of foreclosure.

**5.6 Use with Other Subsidies.** Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance, or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URA payments.

## **6. RESTRICTIONS RELATED TO SHELTER FACILITIES.**

**6.1 Shelter and Housing Standards.** The revised standards for emergency shelters require all shelters to meet minimum habitability standards adopted from the SHP regulations and current Emergency Solutions Grant guidance. Shelters renovated with ESG funds are also required to meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. The records must include documentation of compliance with the shelter and housing standards in 24 CFR § 576.403, including inspection reports.

**6.2 Accessibility.** A recipient shall operate each existing program or activity receiving federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. Grantees are also required to provide reasonable accommodations for persons with disabilities in order to enable program participants with a disability to have an equal opportunity to participate in the program or activity. Grantees that undertake alterations to shelters may be subject to additional accessibility requirements in accordance with 24 CFR part 8.

**6.3 Shelter Rehab Activities.**(1) If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation; (2) If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion; (3) In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of three (3) years after the date the building is first occupied by a homeless individual or family after the completed renovation; any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

**6.4 Minimum standards for emergency shelter renovation, conversion or rehab.** Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards as

described in 24 CFR § 576.403.

6.5 **Prohibition against involuntary family separation.** The age, of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses Emergency Solutions Grant (ESG) funding or services and provides shelter to families with children under age 18.

6.6 **Essential Shelter Services.** In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction 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, so long as the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area. To the extent possible, sub-grantees shall assess, prioritize, and reassess individuals' and families' needs for case management and resource and referral services.

6.7 **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.

## 7. DOCUMENTATION, DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.

7.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments.

7.2 **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.

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

7.4 **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).

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

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

7.7 **General Records.** Records must be kept in accordance with the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments. 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.

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

7.9 **Audit Provision.** Organization agrees to provide to County at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of ESG Grant Funds for Fiscal Year 2011-2012 to be delivered to County by September 30, 2013 and for Fiscal Year 2012-2013 to be delivered to County by December 30, 2013.

## **8. UNIFORM ADMINISTRATIVE REQUIREMENTS.**

8.1 **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".

8.2 **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, arm's 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.

8.3 **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.

## **9. HOLD HARMLESS AND INDEMNITY AGREEMENT.**

9.1 **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.

9.2 **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.

## **10. NON-DISCRIMINATION & EQUAL OPPORTUNITY**

10.1 **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 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.

10.2 **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.

**10.3 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. .

**10.4 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.

**10.5 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.).

**10.6 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.

**10.7 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.

## **11. CONFLICTS OF INTEREST.**

**11.1 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).

**11.2 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.

**11.3 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.

**11.4 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.

**12. DRUG-FREE WORK PLACE.**

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

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

**13.1 Denial, Discharge, or Termination of Client Services.** The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Emergency Solutions Grant (ESG) Policies and Procedures, as incorporated within the Board adopted Substantial Amendment to the Fiscal Year 2011-2012 Annual Action Plan and any subsequent amendments. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

**13.2 Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions: (a) Failure of Organization to file required

reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any ESG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of ESG funds.

13.3 **Insolvency.** If the Organization becomes insolvent, all unused ESG funds shall be returned to the County for disposition.

#### 14. **GENERAL TERMS AND CONDITIONS.**

14.1 **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.

14.2 **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.

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

14.4 **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.

14.5 **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.

14.6 **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.

14.7 **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.

14.8 **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: Angela Freitas, Interim Director, ESG Program  
1010 Tenth Street, Suite 3400  
Modesto, CA 95354

To Organization: The Salvation Army  
Attention: Executive Director  
625 I Street (P.O. Box 1663)  
Modesto, CA 95354

14.9 **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.

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

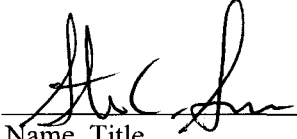


**IN WITNESS WHEREOF**, the parties have executed this Agreement on the day and year first hereinabove written.

**COUNTY OF STANISLAUS**

**THE SALVATION ARMY**

By: 

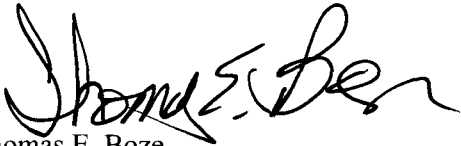
By:   
\_\_\_\_\_  
Name, Title

Angela Freitas, Interim Director  
Planning and Community Development

"County"

"Organization"

APPROVED AS TO FORM:



Thomas E. Boze  
Deputy County Counsel



EXHIBIT A  
Stanislaus County  
Emergency Solutions Grant (ESG)  
For Fiscal Year 2013-2014

**A. Project Summary Page**

A-1 Project Title: Shelter for Homeless Families Program

Amount Awarded: **\$12,646**

Shelter Activities: \$12,646

Essential \$11,150  Operational \$1,496  Rehab/Renovation \$0

Outreach Activities: Essential \$0

HMIS Activities: \$0

Homeless Prevention/ Rapid Re-housing: \$0

Rental Assistance \$0  Housing Reloc. & Stabilization \$0

Total Project Cost \$ 385,414

A-2 Agency: The Salvation Army

Phone: 209-522-3209 Fax: 209-522-2033

Incorporated year: 1914 501(c)(3):  Yes or  No Tax ID number:

DUNS Number (9 digit No.)

A-3 Contact Name: Wendy Warner Title: Executive Director

Contact Address (if different than above): \_\_\_\_\_

Contact e-mail address: families4@sbcglobal.net

Contact Phone: 209-549-9454 Fax: 209-549-9484

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: 64

A-6 Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):

- Total number of shelter nights provided
- The number of individuals that obtain permanent housing
- The number of individuals who have an increase in their income

A-7 Summarized Project Description:

Family Promise of Greater Modesto provides Transitional Shelter to homeless families allowing them the opportunity to remain together. In addition to overnight shelter, enrolled families receive food and access to a Day Center which offers showers and laundry facilities, phone and internet access and transportation from the Day Center to the shelter. Throughout their enrollment in the program, Case Managers work with each family to remove the barriers that impede their ability to remain in permanent housing.

## Exhibit B

### ESG FY 13-14 Allocation & Project Budget

Agency: The Salvation Army  
 Project: Berberian Emergency Shelter  
 Date: 5-Jun-13

**BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:**

FY 2013-2014 Recommended Award based off of scoring criteria and funding availability.

Target number of unduplicated individuals is 297 individuals.

Line Item	Requested	Awarded
<b>STREET OUTREACH</b>		
<b>Essential Services</b>		
Salaries : (total from Exhibit C)	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary):	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>EMERGENCY SHELTER</b>		
<b>Essential Services</b>		
Salaries : (total from Exhibit C)	\$60,000.00	\$21,600.00
Benefits/Taxes (capped at 20% of salary):	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$60,000.00</b>	<b>\$21,600.00</b>
<b>Operational Costs</b>		
Rent:	\$0.00	\$0.00
Utilities:	\$0.00	\$0.00
Maintenance (specify _____):	\$0.00	\$0.00
Insurances, supplies misc food etc. _____):	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Renovation</b>		
Conversion	\$0.00	\$0.00
Major Rehabilitation	\$0.00	\$0.00
Renovation	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>HOMELESS PREVENTION/RAPID REHOUSING</b>		
<b>Essential Services</b>		
Salaries : (total from Exhibit C)	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary):	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Financial Assistance Costs</b>		
Rental Application Fees:	\$0.00	\$0.00
Security Deposits:	\$0.00	\$0.00
Last Month's Rent:	\$0.00	\$0.00
Utility Deposits:	\$0.00	\$0.00
Utility Payments:	\$0.00	\$0.00
Moving Costs:	\$0.00	\$0.00
Services Costs:	\$0.00	\$0.00
Short-term Rental Assistance (0-3 mos.):	\$0.00	\$0.00
Medium-term Rental Assistance (4-24 mos.):	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>HMIS</b>		
<b>Essential Services</b>		
Salaries : (total from Exhibit C)	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary):	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Other Costs</b>		
Participation Fees:	\$0.00	\$0.00
Training:	\$0.00	\$0.00
Technical Assistance:	\$0.00	\$0.00
Other (specify _____):	\$0.00	\$0.00
<b>Subtotal:</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL:</b>	<b>\$60,000.00</b>	<b>\$21,600.00</b>

## EXHIBIT C

### FY 2013-2014 EMERGENCY SHELTER GRANTS PROGRAM CERTIFICATIONS BY THE EXECUTIVE DIRECTOR/CHIEF EXECUTIVE OFFICER/PRESIDENT OF

#### THE SALVATION ARMY

I, \_\_\_\_\_, Executive Director of The Salvation Army, certify that the agency will comply with all Emergency Solutions Grant regulations, as set forth within 24 CFR 576. I further certify that the agency will comply with the following requirements, as set forth within Title 24 §91.225(c) of the Code of Federal Regulations:

**Major rehabilitation/conversion** – (1) If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation; (2) If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion; (3) In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

**Essential Services and Operating Costs** – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction 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, so long as the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

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

**Supportive Services** – The jurisdiction will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal, State, local, and private assistance available for these individuals.

**Matching Funds** – The jurisdiction will obtain matching amounts required under 24 CFR 576.201.

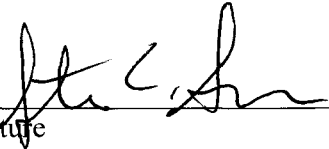
**Confidentiality** – The jurisdiction has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release 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, the jurisdiction will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the program, and in providing services for occupants of facilities assisted under the program.

**Consolidated Plan** – All activities the jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction’s consolidated plan.

**Discharge Policy** – The jurisdiction will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health-care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

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

08/06/13  
Date

STEVE SMITH, LT. COL.  
Name of Signatory

DIVISIONAL COMMANDER  
Title

**CDBG PUBLIC SERVICE AGREEMENT**

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 PROJECT SENTINEL (hereinafter referred to as "Organization") on July 1, 2013.

**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. 2013-157, 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 provide services under its Fair Housing and Tenant Landlord Program as described in 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, 2013, and end on June 30, 2014, 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 \$25,000, 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, 2013; (2) A second draw after December 15, 2013; (3) A third draw after March 15, 2014; (4) A fourth and final draw after June 15, 2014; provided, however, that all complete draw requests must be received before June 30, 2014.

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, 2014, 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 2012-2013 to be delivered to County by December 30, 2013. 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: Project Sentinel  
Attention: Ann Marquart, Executive Director  
1490 El Camino Real  
Santa Clara, CA 95050

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**

**PROJECT SENTINEL**

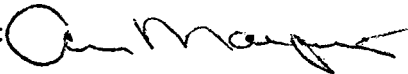
By:



Angela Freitas, Director  
Planning and Community Development

"County"

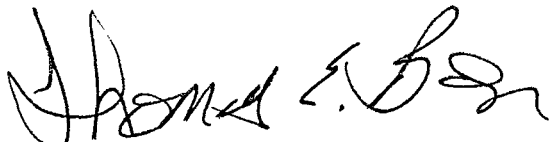
By:



Ann Marquart  
Executive Director

"Organization"

APPROVED AS TO FORM:



Thomas E. Boze  
Deputy County Counsel



EXHIBIT A  
Stanislaus County  
Community Development Block Grant (CDBG)  
**Fair Housing**  
For Fiscal Year 2013-2014

**A. Project Summary Page**

A-1 Project Title: Fair Housing and Tenant-Landlord Assistance Program

Amount Awarded: \$ 25,000

Total Project Cost \$ 130,000

A-2 Agency: Project Sentinel

Agency Address: 1409 H St. Modesto, CA 95354

Phone: (209) 236-1577 Fax: (209) 236-1578

Incorporated year: 1990 501(c) (3):  Yes or  No Tax ID number: 77-0266612

DUNS Number (9 digit No.): 781326608

A-3 Contact Name: Ann Marquart Title: Executive Director

Contact Address (if different than above): 1490 El Camino Real Santa Clara, CA 95050

Contact e-mail address: amarquart@housing.org

Contact Phone: (650) 321-6291 Fax: (650) 321-4173

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: 255

A-6 Summarized Project Description:

To fulfill Project Sentinel's and Stanislaus County's mission of equal housing opportunity, the agency combats impediments to fair housing choice through education, investigation, and litigation: To raise the level of awareness of fair housing rights and responsibilities among home seekers, owners, managers, and the general public. To seek cooperation of owners and managers in eliminating those rental practices which are discriminatory. To provide timely and effective services to help persons who have been the victims of discrimination to seek appropriate redress. To provide accurate information and referral on housing questions and other problems which are outside the scope of these proposed services.

Project Sentinel's mission is fulfilled through: Enforcement. Complaint investigations are initiated within 24 hours of intake. The fair housing coordinator and fair housing director review each complaint to determine an appropriate investigation strategy: testing, surveys, interviews, document review, and research. Bona fide complainants are informed of all available options for resolving fair housing complaints. The following are common outcomes: Requests from persons with disabilities for reasonable accommodations, or minor or inadvertent incidents of discrimination are addressed through education and informal conciliation. More serious violations involve filing formal complaints with HUD or DFEH. Egregious discriminatory practices with the potential for serious harm to individuals or the community at large may be referred to attorneys through our lawyer referral service. Outreach/Education. Community education is a fundamental component of any fair housing service. The agency uses mass media, including radio PSAs, public presentations, targeted trainings, and special events. Much of the media we use will be applied on a countywide basis. Tenant Landlord mediation services will also be provided as part of this grant.



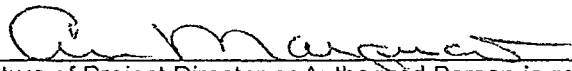
EXHIBIT B

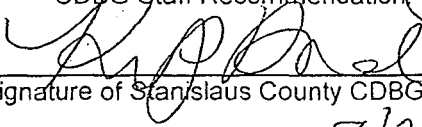
**CDBG BUDGET/PROJECT AMENDMENT  
FY 2013-2014**

Organization: Project Sentinel

Project: Fair Housing Services

Budget Categories	County Approved Budget
<b>PERSONNEL COSTS</b>	
Salaries (See Exhibit C) \$	16,417.00
Fringe Benefits \$	3,283.00
<b>Subtotal \$</b>	<b>19,700.00</b>
<b>NON-PERSONNEL COSTS</b>	
Rent/Lease of Space ( <i>project only</i> ): \$	1,000.00
Janitorial: \$	0.00
Utilities: \$	500.00
Telephone/Internet Services: \$	800.00
Insurance (vehicle) \$	0.00
Supplies (Kitchen): \$	0.00
Printing: \$	0.00
Rental/Maintenance Equipment: \$	0.00
Food: \$	0.00
Automobile/Transportation/Mileage: \$	400.00
Staff Training/Conferences: \$	0.00
Professional Fees (Accounting):	2,000.00
<b>Subtotal: \$</b>	<b>4,700.00</b>
<b>OTHER PROJECT COSTS</b>	
Testers \$	600.00
: \$	0.00
<b>Subtotal: \$</b>	<b>600.00</b>
<b>GRAND TOTAL: \$</b>	<b>25,000.00</b>

  
Signature of Project Director or Authorized Person is required

<b>TO BE COMPLETED BY CDBG MONITORING STAFF:</b>	
CDBG Staff Recommendation	Approve or Deny (Circle one)
	
Signature of Stanislaus County CDBG Official	
Date:	<u>8/27/13</u>

**STANISLAUS COUNTY  
PROFESSIONAL DESIGN SERVICES AGREEMENT**

This Agreement is made and entered into by and between the County of Stanislaus, a political subdivision of the State of California, hereinafter referred to as "County" and Benchmark Engineering, Inc., hereinafter referred to as "Consultant".

**NOW, THEREFORE,** for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

**1.0 PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT**

1.1. Scope of Services: Consultant shall provide the professional services described in the County's Request for Proposal ("RFP") attached hereto as Exhibit "A" and incorporated herein by reference and Consultant's Response to County's RFP (the "Response"). A copy of said Response is attached hereto as Exhibit "B" and incorporated herein by this reference.

1.2. Professional Practices: All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Representations: Consultant represents that it has reviewed the RFP and that in its professional judgment the services to be performed under this Agreement can be performed within the maximum fee set forth herein below and within the time specified in the Project Schedule attached hereto. Consultant represents that it is qualified to perform the professional services required by this Agreement and possesses the necessary licenses and permits required to perform said services. Consultant represents that it has no interest and shall not acquire any interest direct or indirect which conflicts, or has the appearance of conflicting, in any manner or degree with the performance of the work and services under this Agreement.

1.4. Compliance with Laws. Consultant agrees that it shall perform the services required by this Agreement in compliance with all applicable Federal and California laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.5. Non-Discrimination. During the performance of this Agreement, Consultant 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 disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation. Consultant and its officers, employees, agents, representatives or 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 sections 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.

1.6. Non-Exclusive Agreement. Consultant acknowledges that County may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

1.8. Covenant Against Contingent Fees. Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the consultant; to solicit or secure this agreement; and that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award, or formation of this agreement. For breach or violation of this warranty, the local agency shall have the right to annul this agreement without liability, or at its discretion; to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

## **2.0 COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "C", attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed Thirty-Two Thousand Two Hundred Ten Dollars (\$32,210.00). Consultant will be compensated on a time and materials basis, based on the hours worked by the Consultant's employees or subcontractors at the hourly rates specified in the Fee Schedule. The Fee Schedule rates include direct salary costs, employee benefits, and overhead. The rates stated in the Fee Schedule are not adjustable during the term of this Agreement. The County may retain five percent of all periodic or progress payments made to the Consultant until completion and acceptance of all work tasks and County shall have right to withhold payment from Consultant for any unsatisfactory service until such time service is

performed satisfactorily.

2.2. Reimbursements. In addition to the aforementioned fees, Consultant will be reimbursed for any expenses specifically set forth in each Project Scope of Work. All such reimbursement amounts are limited to those costs and expenses that are reasonable, necessary and actually incurred by the Consultant in connection with the services provided. The County shall not pay a mark up on any item of reimbursement. The County shall not pay for any item of overhead such as telephone, facsimile, postage, etc. All requests for reimbursement shall be accompanied by a copy of the original invoice.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in Exhibits A and B unless the County or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Consultant may submit invoices to County's Project Manager for approval on a progress basis, but no more often than once each calendar month. Said invoice shall be based on the total of all Consultants' services that have been completed to County's sole satisfaction. County shall pay Consultant's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated percentage of tasks completed. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the termination of this Agreement.

### **3.0 TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days after County delivers its Notice to Proceed. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in Exhibit "D", attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with

laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

#### **4.0 TERM OF CONTRACT AND TERMINATION**

4.1. Term. This Agreement shall commence upon approval by the County's Board of Supervisors and continue until the work required herein is completed, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth in Exhibit "C". In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Consultant.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Consultant, at no cost to County. Any use of uncompleted documents without specific written authorization from Consultant shall be at County's sole risk and without liability or legal expense to Consultant.

#### **5.0 INSURANCE REQUIREMENTS**

5.1. Minimum Scope and Limits of Insurance. Consultant, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. If Consultant normally carries insurance in an amount greater than the minimum amount listed below, that greater amount shall become the minimum required amount of insurance for purposes of this Agreement. The insurance listed below shall have a retroactive

date of placement prior to, or coinciding with, the date services are first provided that are governed by the terms of this Agreement:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limits, per occurrence and aggregate. 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 Consultant under this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000), combined single limit for each occurrence. If Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than three years following Final Completion of the Project.

5.2. Endorsements. The Consultant shall obtain a specific endorsement to all required insurance policies, except Professional Liability insurance and Workers Compensation insurance, naming the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers as additional insureds for at least three years after the completion of the work to be performed under this Agreement, but, to the extent that any insurance issued to Consultant in effect after the expiration of three years provides additional insured coverage to parties Consultant agreed in writing to name as an additional insured, then Consultant shall have the obligation under this contract to obtain such additional insured coverage for the County, under any and all policies Consultant has 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 Consultant, including the insured's general supervision of its subcontractors;
- (b) Ongoing services, products and completed operations of the Consultant;
- (c) Premises owned, occupied or used by the Consultant; and
- (d) Automobiles owned, leased, hired or borrowed by the Consultant.
- (e) For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against the County, 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 Consultant.

5.3. 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

Consultant 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 Consultant 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 Consultant's defense and indemnification obligations as set forth in this Agreement.

5.4. Certificates of Insurance: At least ten (10) days prior to the date the Consultant begins performance of its obligations under this Agreement, Consultant shall furnish County with certificates of insurance, and with original endorsements, showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of the Consultant. 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.

5.5. Non-limiting: Nothing in this Section or the insurance described herein shall be construed as limiting in any way, the indemnification provisions contained in this Agreement, or the liability of Consultant and Consultant's officers, employees, agents, representatives or subcontractors for payments of damages to persons or property.

5.6. Primary Insurance: The Consultant's insurance coverage shall be primary insurance regarding the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers. Any insurance or self-insurance maintained by the County of Stanislaus, its Officers, Directors, Officials, Agents, Employees and Volunteers shall be excess of the Consultant's insurance and shall not contribute with Consultant's insurance. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials and employees. The Consultant'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. Any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

5.7. Cancellation of Insurance: 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 Consultant 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. Consultant shall maintain such coverage in effect for three (3) years after substantial completion of the project to the extent it is commercially available at reasonable rates.

5.8. California Admitted Insurer: Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide

of no less than A-:VII; 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.

5.9. Subcontractors: Consultant shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.

## 6.0 INDEMNIFICATION

6.1. Indemnification: To the fullest extent allowed by law, Consultant shall defend, indemnify, and hold harmless the County and its officers, directors, officials, agents, employees, volunteers and representatives (collectively, "Indemnitee") from and against any and all claims, suits, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, (collectively, "losses") which are founded upon, arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the alleged negligence, recklessness, or willful misconduct of Consultant, its officers, agents, employees, volunteers, representatives, contractors and subcontractors, excluding, however, such liabilities caused in part by the sole negligence, active negligence or willful misconduct of the County, its agents, employees, and representatives. These indemnification obligations shall not be limited by any assertion or finding that (1) the person or entity indemnified is liable by reason of non-delegable duty, or (2) the losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitee. Nothing in this Agreement, including the provisions of this paragraph, shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.

6.2. Duty to Defend: The duty of Consultant to indemnify and save harmless as set forth herein, shall include both the duty to indemnify and at Consultant's own cost and expense the duty to defend as set forth in Section 2778 of the California Civil Code and as limited in section 2782.8 of the California Civil Code. This duty to defend arises immediately when such claim is made and shall be independent of any finding of negligence and shall arise regardless of any claim or assertion that Indemnitee caused or contributed to the Losses. Consultant shall provide legal counsel acceptable to the County.

6.3. Duty to Cooperate: Each party shall notify the other party within ten (10) days in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement. Specifically, Consultant shall take all steps necessary to assist the County in the defense of any claim brought by a contractor hired to construct the Project regarding any errors, flaws, and/or omissions in the plans or specifications of the Project.

6.4. Patent Rights: Consultant represents that professional services provided by Consultant pursuant to this Agreement does not infringe on any other copyrighted work. Consultant shall defend, indemnify and hold harmless the County from all loss, cost, damage, expense, liability or claims, including attorneys' fees, court costs, litigation expenses and expert consultant or witness fees, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by the County of any articles or services supplied under this agreement.

6.5. The foregoing provisions shall survive the term and termination of this Agreement.

## 7.0 GENERAL PROVISIONS

7.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

7.2. Representatives. The Director of the Stanislaus County Department of Public Works, or his designee, shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

7.3. Project Managers. County shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by County.

7.4. Designated Personnel: A material covenant of this agreement is that the Consultant shall assign the individuals designated below to perform the functions designated so long as they continue in the employ of the Consultant. The designated individuals shall, so long as their performance continues to be acceptable to County, remain in charge of the services for the Project from beginning through completion of services.

- a. Project Manager: Tom Geiss
- b. Lead/Manager: n/a

7.5. Removal of Personnel or Sub-Consultants: If the County, in its sole discretion at any time during the term of this agreement, desires the removal of any person or sub-consultant assigned by Consultant to perform services, then the Consultant shall remove such person or consultant immediately upon receiving notice from the County.

7.6. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County: Stanislaus County  
Attn: Dave E. Leamon, PE  
1010 10<sup>th</sup> Street, Suite 4204  
Modesto, CA 95354

If to Consultant: Benchmark Engineering, Inc.  
Attn: Richard Mummert, President  
1121 Oakdale Road, Suite 1  
Modesto, CA 95355

7.7. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7.8. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Stanislaus County, California.

7.9. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

7.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of County. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State



Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

7.11. Confidentiality: The Consultant agrees to keep confidential all information obtained or learned during the course of furnishing services under this Agreement and to not disclose or reveal such information for any purpose not directly connected with the matter for which services are provided, unless such disclosure is required by law.

7.12. Ownership of Documents: Any interest, including copyright interests, of Consultant or its contractors or subconsultants in studies, reports, memoranda, computational sheets, drawings, plans or any other documents, including electronic data, prepared in connection with the Services, shall be the property of County. To the extent permitted by law, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the County. In the event that it is ever determined that any works created by Consultant or its subconsultants under this Agreement are not works for hire, Consultant hereby assigns to County all copyrights to such works. With the County's prior written approval, Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

7.13. Reuse of Design Documents: Should the County desire to reuse the documents specified above and not use the services of the Consultant, then the County agrees to require the new consultant to assume any and all obligations for the reuse of the documents, and the County releases Consultant and its subconsultants from all liability associated with the reuse of such documents.

7.14. Public Records Act Disclosure: Consultant has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

7.15. Responsibility for Errors: Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to County, provide all necessary design

drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

7.16. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

7.17. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

7.18. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of County and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

7.19. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

7.20. Amendments: This Agreement may be amend only by a writing executed by the parties hereto or their respective successors and assigns.

7.21. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

7.22. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good

faith negotiations.

7.23. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

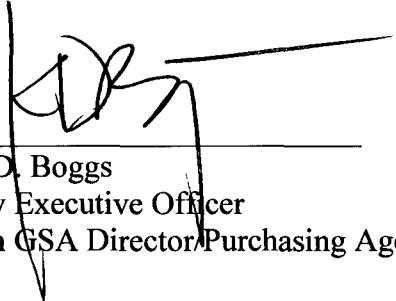
7.24. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.


**(SIGNATURES ON THE NEXT PAGE)**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers:


**COUNTY OF STANISLAUS**

**BENCHMARK ENGINEERING, INC.**

By:   
\_\_\_\_\_  
Keith D. Boggs  
Deputy Executive Officer  
Interim GSA Director/Purchasing Agent


By:   
\_\_\_\_\_  
Richard Mummert  
President

**APPROVED AS TO CONTENT:**

By:   
\_\_\_\_\_  
Matt Machado, Director  
Department of Public Works

**APPROVED AS TO FORM:**

John P. Doering  
County Counsel

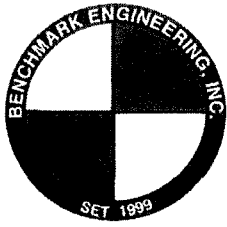
By:   
\_\_\_\_\_  
Thomas E. Boze  
Deputy County Counsel

**EXHIBIT A  
COUNTY'S REQUEST FOR PROPOSAL**

**(NOT APPLICABLE)**

**EXHIBIT B  
CONSULTANT'S RESPONSE**

**EXHIBIT C  
CONSULTANT'S FEE SCHEDULE**



# **BENCHMARK ENGINEERING, INC.**

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## **CIVIL ENGINEERING & LAND SURVEYING**

**PROPOSAL  
FOR  
EMPIRE PHASE 1B  
IMPROVEMENTS  
EMPIRE, CA  
JOB #213400  
NOVEMBER 6, 2013**

100 PROJECT INITIATION

- A. Meet with Stanislaus County staff to retrieve all project data including but not limited to the following:
  - 1. AutoCad drawing files.
  - 2. Aerial images.
  - 3. Current County CAD Standards.
  - 4. Project correspondence.
  - 5. County "redline" comments on the Stantec plan set.
  - 6. County As-Built drawings for Phase 1A.
  - 7. Hard copies of project supporting documentation (located in the box).
  - 8. Geotechnical Report.
  - 9. Pavement Calculations.
- B. Download / File / Scan all the above mentioned data for use in preparing the Improvement Plans and Estimates.

(Project data will be returned to the county upon completion of all phases of work or upon the county's request)

**LUMP SUM - \$880.00**

101 MEETINGS AND COORDINATION

- A. Meet with Modesto Irrigation District personnel to discuss the crossing of their Lateral No.1 and finalize discussions related to the storm drain outfall at the Tuolumne River.
- B. Meet with Stanislaus County staff at the 90% complete submittal.
- C. Meet with Stanislaus County staff to deliver the 100% complete package.

**LUMP SUM - \$2,820.00**

102 SURVEY

- A. Control – Utilize horizontal and vertical control as shown on the current Stanislaus County plans and on the Stantec plans. No additional field survey work is anticipated.
- B. Existing Monument Preservation – Record maps will be researched to determine probable locations of existing street monumentation to be preserved in addition to the monuments shown on the existing drawings and topography points. Monument locations will be denoted with a "Preserve, Protect and Perpetuate" note.
- C. Existing Utilities – Locations of existing underground utilities not located on the existing plans will be per record information of the respective utility companies.
- D. Pothole of existing facilities – Stanislaus County has requested quotes for performing pothole operations at 22 specific locations where design conflicts may occur and the quotes received were very costly. If the County wants to proceed with the potholing, BME will dispatch survey crews to locate the exposed utility. This can be handled on a Time and Materials basis if required.
- E. Prepare Plats and Legal Descriptions for the proposed Right of Way acquisition area on the south side of South Avenue.
- F. Prepare Plats and Legal Descriptions for the 10' wide Temporary Construction Easement on the west side of Santa Fe Avenue, North of South Avenue.

**LUMP SUM - \$3,500.00**  
**(\*Additional Plats & Legal Descriptions**  
**can be provided at \$1,500.00 each)**

103 IMPROVEMENT PLANS

- A. Utilizing the existing CAD drawing files prepared for the project, complete the design and Improvement Plans to county standards where practical.
- B. Produce the plans in an ACAD 2010 or higher compatible version. (ACAD 2010 is no longer available).
- C. All work will be done to county standards on county standard title blocks and be based on the existing 80% complete plans.



- D. Prepare construction drawings for 90% submittal showing design elements necessary to construct the proposed road improvements including, but not limited to:
  - 1. Grading & Drainage design
  - 2. Storm drain design
  - 3. Relocation of existing utilities and other facilities
  - 4. Driveway / access modifications
  - 5. Demolition
  - 6. Striping and signing
- E. Prepare construction drawings for the final 100% submittal that incorporate Stanislaus County comments to the 90% submittal.

**LUMP SUM - \$13,200.00**

104 ENGINEER'S ESTIMATE

- A. Prepare an Engineer's Estimate to be submitted with the 90% plan submittal.
- B. Revise the Engineer's Estimate to incorporate Stanislaus County review comments and reflect any changes to the Improvement Plans.

**LUMP SUM - \$1,760.00**

105 HYDROLOGY (OPTIONAL)

Benchmark Engineering understands that Stanislaus County had a draft hydrology report prepared by Stantec which utilized a 132" storm pipe located in the railroad right-of-way for storage. The current design replaces the 132" storage pipe with a 66" perforated pipe horizontal drain design located within Santa Fe Avenue which provides an equivalent storage volume. Other storm drain design features have been altered from the original Stantec design for which their draft report was based on. If the County desires, BME could prepare a final storm drain report based on Chapter 4 of the current Stanislaus County Standards coupled with the county's current standards for horizontal drain design.

- A. Complete the storm drain volume and conveyance calculations based on the preliminary report prepared by Stantec. The report will consider the shed areas tributary to all phases of the Empire Improvements using the Rational Method to determine runoff. Pipe conveyance and required storage volume of the 66" horizontal drain will also be analyzed.

**LUMP SUM - \$5,650.00**

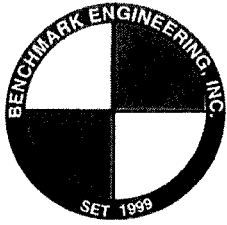
106 SPECIFICATIONS (OPTIONAL)

- A. Prepare project specifications utilizing Stanislaus County's template.

**LUMP SUM - \$4,400.00**

**EXCLUSIONS:**

- |     |   |     |   |
|-----|---|-----|---|
| 1.  | Agency Fees                                   | 23. | Notice of Intent  |
| 2.  | Agency Permits                                | 24. | Erosion Control Plan  |
| 3.  | Geotechnical Report                           | 25. | Monumentation   |
| 4.  | Title Reports                                 | 26. | Agency Fees   |
| 5.  | Construction Management/Administration        | 27. | Agency Permits  |
| 6.  | Bid Administration                            | 28. | Coordination with Governmental Regulatory Agencies  |
| 7.  | Geotechnical Report                           | 29. | Public Facility Fees  |
| 8.  | Environmental Mitigation                      | 30. | Lighting and Landscape Maintenance Districts  |
| 9.  | Contaminated Soil Mitigation                  | 31. | Engineering Services for Joint Utility Companies  |
| 10. | Biological Studies                            | 32. | Engineering Services for Utility Companies with Regard to Overhead Power Lines or Underground Cables or Off-Site Services |
| 11. | Archeological Studies                         | 33. | Stucco/Masonry Wall Design  |
| 12. | Environmental Studies                         | 34. | Structural Calculations   |
| 13. | Traffic Studies                               | 35. | Retaining Wall Design   |
| 14. | Site Lighting                                 | 36. | Topography Survey   |
| 15. | Record of Survey                              | 37. | Right-of-Way or Easement Acquisition  |
| 16. | Construction Phasing Plan                     |     |   |
| 17. | Construction Traffic Routing Plan             |     |   |
| 18. | Traffic Signal Design                         |     |   |
| 19. | Traffic Signal Plan                           |     |   |
| 20. | Dust Control Plan                             |     |   |
| 21. | Landscaping Plans                             |     |   |
| 22. | Storm Water Pollution Prevention Plan (SWPPP) | 11. |   |



# BENCHMARK ENGINEERING, INC.

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## CIVIL ENGINEERING & LAND SURVEYING

**SUMMARY OF FEES  
FOR  
EMPIRE PHASE 1B  
IMPROVEMENTS  
EMPIRE, CA  
JOB #213400P  
NOVEMBER 6, 2013**

Phase	Description	Fee
100	Project Initiation	\$880.00
101	Meetings and Coordination	\$2,820.00
102	Survey	\$3,500.00*
103	Improvement Plans	\$13,200.00
104	Engineer's Estimate	\$1,760.00
	<b>TOTAL</b>	<b>\$22,160.00</b>
	* Plus any additional Plats and Legal Descriptions requested at \$1,500.00 each	
<i>OPTIONAL</i>		
105	Hydrology	\$5,650.00
106	Specifications	\$4,400.00
	<b>TOTAL w/ OPTIONS</b>	<b>\$32,210.00</b>

**EXHIBIT D  
PROJECT SCHEDULE**

# CONSTRUCTION WORKDAY CALENDAR

## •2013 7 DAY•

### JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
		211	212	213	214	215
		1	2	3	4	5
216	217	218	219	220	221	222
6	7	8	9	10	11	12
223	224	225	226	227	228	229
13	14	15	16	17	18	19
230	231	232	233	234	235	236
20	21	22	23	24	25	26
237	238	239	240	241		
27	28	29	30	31		

### JULY

SUN	MON	TUE	WED	THU	FRI	SAT
	392	393	394	395	396	397
	1	2	3	4	5	6
398	399	400	401	402	403	404
7	8	9	10	11	12	13
405	406	407	408	409	410	411
14	15	16	17	18	19	20
412	413	414	415	416	417	418
21	22	23	24	25	26	27
419	420	421	422			
28	29	30	31			

### FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
				247	248	249
				1	2	3
244	245	246	247	248	249	250
3	4	5	6	7	8	9
251	252	253	254	255	256	257
10	11	12	13	14	15	16
258	259	260	261	262	263	264
17	18	19	20	21	22	23
265	266	267	268	269		
24	25	26	27	28		

### AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
				423	424	425
				1	2	3
426	427	428	429	430	431	432
4	5	6	7	8	9	10
433	434	435	436	437	438	439
11	12	13	14	15	16	17
440	441	442	443	444	445	446
18	19	20	21	22	23	24
447	448	449	450	451	452	453
25	26	27	28	29	30	31

### MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
				270	271	272
				1	2	3
273	274	275	276	277	278	279
4	5	6	7	8	9	10
280	281	282	283	284	285	286
11	12	13	14	15	16	17
287	288	289	290	291	292	293
18	19	20	21	22	23	24
294	295	296	297	298	299	300
25	26	27	28	29	30	31

### SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
454	455	456	457	458	459	460
1	2	3	4	5	6	7
461	462	463	464	465	466	467
8	9	10	11	12	13	14
468	469	470	471	472	473	474
15	16	17	18	19	20	21
475	476	477	478	479	480	481
22	23	24	25	26	27	28
482	483					
29	30					

### APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
	301	302	303	304	305	306
	1	2	3	4	5	6
307	308	309	310	311	312	313
7	8	9	10	11	12	13
314	315	316	317	318	319	320
14	15	16	17	18	19	20
321	322	323	324	325	326	327
21	22	23	24	25	26	27
328	329	330				
28	29	30				

### OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
		484	485	486	487	488
		1	2	3	4	5
489	490	491	492	493	494	495
6	7	8	9	10	11	12
496	497	498	499	500	501	502
13	14	15	16	17	18	19
503	504	505	506	507	508	509
20	21	22	23	24	25	26
510	511	512	513	514		
27	28	29	30	31		

### MAY

SUN	MON	TUE	WED	THU	FRI	SAT
		331	332	333	334	335
		1	2	3	4	5
336	337	338	339	340	341	342
6	7	8	9	10	11	12
343	344	345	346	347	348	349
13	14	15	16	17	18	19
350	351	352	353	354	355	356
20	21	22	23	24	25	26
357	358	359	360	361		
27	28	29	30	31		

### NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
				515	516	517
				1	2	3
518	519	520	521	522	523	524
4	5	6	7	8	9	10
525	526	527	528	529	530	531
11	12	13	14	15	16	17
532	533	534	535	536	537	538
18	19	20	21	22	23	24
539	540	541	542	543	544	545
25	26	27	28	29	30	

### JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
					362	363
					1	2
364	365	366	367	368	369	370
3	4	5	6	7	8	9
371	372	373	374	375	376	377
10	11	12	13	14	15	16
378	379	380	381	382	383	384
17	18	19	20	21	22	23
385	386	387	388	389	390	391
24	25	26	27	28	29	30

### DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
546	547	548	549	550	551	552
1	2	3	4	5	6	7
553	554	555	556	557	558	559
8	9	10	11	12	13	14
560	561	562	563	564	565	566
15	16	17	18	19	20	21
567	568	569	570	571	572	573
22	23	24	25	26	27	28
574	575					
29	30	31				

SOME PARTS  
72228

# CONSTRUCTION WORKDAY CALENDAR

## •2014 - 7 DAY•

### JANUARY

SUN	MON	TUE	WED	THU	FRI	SAT
			576	577	578	579
			1	2	3	4
580	581	582	583	584	585	586
5	6	7	8	9	10	11
587	588	589	590	591	592	593
12	13	14	15	16	17	18
594	595	596	597	598	599	600
19	20	21	22	23	24	25
601	602	603	604	605	606	
26	27	28	29	30	31	

ADD 3 WEEKS  
5 WEEKS

### JULY

SUN	MON	TUE	WED	THU	FRI	SAT
		757	758	759	760	761
		1	2	3	4	5
762	763	764	765	766	767	768
6	7	8	9	10	11	12
769	770	771	772	773	774	775
13	14	15	16	17	18	19
776	777	778	779	780	781	782
20	21	22	23	24	25	26
783	784	785	786	787		
27	28	29	30	31		

### FEBRUARY

SUN	MON	TUE	WED	THU	FRI	SAT
						607
						1
608	609	610	611	612	613	614
2	3	4	5	6	7	8
615	616	617	618	619	620	621
9	10	11	12	13	14	15
622	623	624	625	626	627	628
16	17	18	19	20	21	22
629	630	631	632	633	634	
23	24	25	26	27	28	
						28

NOTE: PLEASE CALL  
2/24/14

\* 20% SUBMITTAL  
2/24/14

### AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
					788	789
					1	2
790	791	792	793	794	795	796
3	4	5	6	7	8	9
797	798	799	800	801	802	803
10	11	12	13	14	15	16
804	805	806	807	808	809	810
17	18	19	20	21	22	23
811	812	813	814	815	816	817
24	25	26	27	28	29	30
818						
31						

### MARCH

SUN	MON	TUE	WED	THU	FRI	SAT
						635
						1
636	637	638	639	640	641	642
2	3	4	5	6	7	8
643	644	645	646	647	648	649
9	10	11	12	13	14	15
650	651	652	653	654	655	656
16	17	18	19	20	21	22
657	658	659	660	661	662	663
23	24	25	26	27	28	29
664	665					
30	31					

### SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
	819	820	821	822	823	824
	1	2	3	4	5	6
825	826	827	828	829	830	831
7	8	9	10	11	12	13
832	833	834	835	836	837	838
14	15	16	17	18	19	20
839	840	841	842	843	844	845
21	22	23	24	25	26	27
846	847	848				
28	29	30				
						30

### APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
		666	667	668	669	670
		1	2	3	4	5
671	672	673	674	675	676	677
6	7	8	9	10	11	12
678	679	680	681	682	683	684
13	14	15	16	17	18	19
685	686	687	688	689	690	691
20	21	22	23	24	25	26
692	693	694	695			
27	28	29	30			
						31

### OCTOBER

SUN	MON	TUE	WED	THU	FRI	SAT
			849	850	851	852
			1	2	3	4
853	854	855	856	857	858	859
5	6	7	8	9	10	11
860	861	862	863	864	865	866
12	13	14	15	16	17	18
867	868	869	870	871	872	873
19	20	21	22	23	24	25
874	875	876	877	878	879	
26	27	28	29	30	31	
						31

### MAY

SUN	MON	TUE	WED	THU	FRI	SAT
			696	697	698	
			1	2	3	
699	700	701	702	703	704	705
4	5	6	7	8	9	10
706	707	708	709	710	711	712
11	12	13	14	15	16	17
713	714	715	716	717	718	719
18	19	20	21	22	23	24
720	721	722	723	724	725	726
25	26	27	28	29	30	31
						31

### NOVEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
						880
						1
881	882	883	884	885	886	887
2	3	4	5	6	7	8
888	889	890	891	892	893	894
9	10	11	12	13	14	15
895	896	897	898	899	900	901
16	17	18	19	20	21	22
902	903	904	905	906	907	908
23	24	25	26	27	28	29
909						
30						
						30

### JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
727	728	729	730	731	732	733
1	2	3	4	5	6	7
734	735	736	737	738	739	740
8	9	10	11	12	13	14
741	742	743	744	745	746	747
15	16	17	18	19	20	21
748	749	750	751	752	753	754
22	23	24	25	26	27	28
755	756					
29	30					
						31

### DECEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
	910	911	912	913	914	915
	1	2	3	4	5	6
916	917	918	919	920	921	922
7	8	9	10	11	12	13
923	924	925	926	927	928	929
14	15	16	17	18	19	20
930	931	932	933	934	935	936
21	22	23	24	25	26	27
937	938	939	940			
28	29	30	31			
						31

NOTE: ADD 3 WEEKS TO THIS CALENDAR IF ANY WORKS ARE INCLUDED (HYDROLOGY & SPECIFICATIONS)

Board of Supervisors  
#2013-157  
April 16, 2013

**BOARD OF SUPERVISORS**

**2014 FEB 27 A 10:23**



**ANNUAL FUNDING AGREEMENT  
DESIGNATING STANISLAUS COUNTY  
AS A SUB-RECIPIENT OF HOME INVESTMENT  
PARTNERSHIP PROGRAM FUNDS  
FISCAL YEAR 2013-2014**



THIS AGREEMENT is made and entered into this 14<sup>th</sup> day of May 2013, 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 2013-2014 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 2013-2014 HOME funds covered by this Agreement shall be One Hundred Forty-Five Thousand One Hundred Thirty-Two and 42/100ths Dollars (\$145,132.42), (\$135,897.69 program; \$9,234.73 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.

*see also memo to BOS #*



BOARD OF SUPERVISORS

APR 10 10:53 AM '15

On March 31, 2015, any and all remaining uncommitted funds from the 2013-2014 allocation may be returned to the Consortium project based funds for future collective allocation.

- 4. Activities - STANISLAUS COUNTY will be responsible for administering Fiscal year 2013-2014 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 assistance 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 person and families who meet the program criteria of the HOME program.
  - c. Activity #3- Development, rehabilitation, and/ or construction of affordable housing units in accordance with HOME guidelines. These activities will be constructed with a certified CHDO, Housing Authority, or other qualified developer.
- 5. 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.
- 6. STANISLAUS COUNTY agrees to abide by uniform administrative requirements stated in 24 CFR Part 92.505.
- 7. 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, Director of Planning and Community Development  
1010 10th Street, Suite 3400  
Modesto, CA 95354  
(209) 525-6330

Maryn Pitt, Manager  
Housing Program Services Division  
156 South Broadway, Suite 250  
Turlock CA 95380  
(209) 668-5610

- 8. This Agreement shall be in effect until June 30, 2014, or until all fiscal year 2013-2014 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 2013-2014 HOME funds, whichever is longer.

9. 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.

10. 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.
11. 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.
12. 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.
13. STANISLAUS COUNTY shall comply with all applicable laws, ordinances and codes of Federal, State and local governments, in the performance of this Agreement.
14. 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.
15. 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.
16. 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. General prohibitions against discrimination include but are not limited to the following.
  - 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.
17. 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.
18. 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.
19. 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.
20. 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".
21. Financial Management - Refer to Federal regulations 24 CFR Parts 84.20 and 85.20 and Treasury Circular 1075.
22. *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.

23. *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.
24. *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.
25. *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).
26. *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.
27. *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.

28. 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".
29. 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.
30. 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.
31. *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.
32. *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.
33. Public notices, job vacancies should be published in minority publications whenever possible.
34. *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.

35. 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.
36. *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 are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).
37. *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.
38. *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.
39. *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.

40. The CITY may, at its discretion, complete a salary comparability study within the intent of OMB Circular A-87, Paragraph 10(a).
41. "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:
42. 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."
43. 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.

44. STANISLAUS COUNTY certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.
45. 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.
46. 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.
47. STANISLAUS COUNTY shall comply with all applicable laws, ordinances and codes of Federal, State and local governments, in the performance of this Agreement.
48. 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.
49. 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.
50. To comply with the HOME regulation that funds be spent within 15 days of disbursement, STANISLAUS COUNTY shall request reimbursement of expenditures.
51. **IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by and through their respective officers' thereunto duly authorized.

Signatures on following page



CITY OF TURLOCK

STANISLAUS COUNTY

By: Roy W. Wasden  
Roy W. Wasden, City Manager

By: Angela Freitas  
Angela Freitas, Director of Planning and  
Community Development

APPROVED AS TO FORM:

By: Phaedra A. Norton  
Phaedra A. Norton, City Attorney

APPROVED AS TO FORM:

By: Tom Boze  
Tom Boze, Deputy County Council

ATTEST:

By: Kellie E. Weaver  
Kellie E. Weaver, City Clerk

**AMENDED ESG AGREEMENT**

This AGREEMENT AMENDMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Emergency Solutions Grants Program (ESG) (hereinafter referred to as "County") and the CHILDREN'S CRISIS CENTER OF STANISLAUS COUNTY (hereinafter referred to as "Organization") on June 30,2014.

WHEREAS, due to unspent County ESG funds, and due to the need to spend down 100% of grant funds by June 30, 2015; and WHEREAS, Section 1.2 – Scope of Service Term and Section 2.2 - Compensation Quarterly Draws of the ESG Agreement are being revised;

NOW, THEREFORE, the parties hereto do mutually agree to amend the ESG Agreement for the program Housing for Families with Children Program, executed between Organization and Agency on July 1, 2014, as follows:

**1. Paragraph 1.2 - Scope of Service Term, is amended as follows;**


1.2 **Term.** The services of Organization are to commence on July 1, 2013, and end on June 30, 2015, 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.

2.2 **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, 2013; (2) A second draw after December 15, 2013; (3) A third draw after March 15, 2014; (4) A fourth and final draw after June 15, 2014; provided, however, that all complete draw requests must be received before June 30, 2015.

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

**COUNTY OF STANISLAUS**

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

By: 

By: 

Angela Freitas, Director  
Planning and Community Development

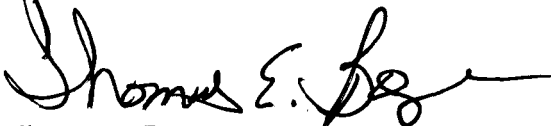
Colleen Garcia  
Executive Director

"County"

"Organization"

APPROVED AS TO FORM:

John P. Doering  
County Counsel

By: 

Thomas E. Boze  
Deputy County Counsel

**AMENDED ESG AGREEMENT**

This AGREEMENT AMENDMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Emergency Solutions Grants Program (ESG) (hereinafter referred to as "County") and the ~~WE CARE OF TURLOCK~~ (hereinafter referred to as "Organization") on June 30, 2014.

*ms* WeCare Program-Turlock

WHEREAS, due to unspent County ESG funds, and due to the need to spend down 100% of grant funds by June 30, 2015; WHEREAS, Section 1.2 – Scope of Service Term and Section 2.2 - Compensation Quarterly Draws of the ESG Agreement are being revised;

NOW, THEREFORE, the parties hereto do mutually agree to amend the ESG Agreement for the program Rapid- Re Housing Program, executed between Organization and Agency on July 1, 2014, as follows:

1.Paragraph 1.2 Scope of Service Term, is amended as follows;

1. Paragraph 1.2 - Scope of Service Term, is amended as follows;

1.2 **Term.** The services of Organization are to commence on July 1, 2013, and end on June 30, 2015, 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.

2.2 **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, 2013; (2) A second draw after December 15, 2013; (3) A third draw after March 15, 2014; (4) A fourth and final draw after June 15, 2014; provided, however, that all complete draw requests must be received before June 30, 2015.

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

COUNTY OF STANISLAUS

We Care Program - Turlock  
~~WE CARE OF TURLOCK~~ *ms*

By:

Angela Freitas, Director  
Planning and Community Development

"County"

By:

*ms*  
Maris Sturdevant  
Treasurer of the Board

"Organization"

APPROVED AS TO FORM:

John P. Doering  
County Counsel

By:

Thomas E. Boze  
Deputy County Counsel