

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

DEPT: Planning and Community Development

BOARD AGENDA: 6.1
AGENDA DATE: June 5, 2018

SUBJECT:

Approval to Close the 30-Day Public Review Period and Conduct a Public Hearing to Consider Approval of the Stanislaus Urban County's Fiscal Year 2018-2019 Annual Action Plan (AAP) and Amended Citizen Participation Plan (CPP)

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2018-0265

On motion of Supervisor Olsen _____, Seconded by Supervisor Withrow _____
and approved by the following vote,

Ayes: Supervisors: Olsen, Chiesa, Withrow, Monteith, and Chairman DeMartini _____

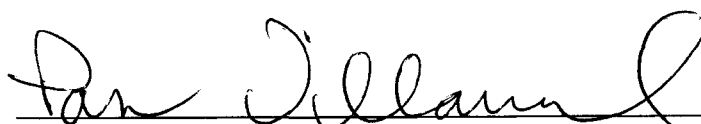
Noes: Supervisors: _____ None _____

Excused or Absent: Supervisors: None _____

Abstaining: Supervisor: _____ None _____

- 1) Approved as recommended
- 2) _____ Denied
- 3) _____ Approved as amended
- 4) _____ Other:

MOTION:



ATTEST: **PAM VILLARREAL, Assistant Clerk of the Board of Supervisors**

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Planning and Community Development

BOARD AGENDA:6.1
AGENDA DATE: June 5, 2018

CONSENT

CEO CONCURRENCE:

4/5 Vote Required: No

SUBJECT:

Approval to Close the 30-Day Public Review Period and Conduct a Public Hearing to Consider Approval of the Stanislaus Urban County's Fiscal Year 2018-2019 Annual Action Plan (AAP) and Amended Citizen Participation Plan (CPP)

STAFF RECOMMENDATION:

1. Close the 30-day public review period and conduct a public hearing.
2. Approve the draft Stanislaus Urban County's Fiscal Year 2018-2019 Annual Action Plan (AAP) and the Amended Citizen Participation Plan (CPP) for submittal to the United States Department of Housing and Urban Development (HUD).
3. Authorize the Director of Planning and Community Development to sign and submit to HUD the Applications for Federal Assistance (SF-424 and SF-424D), and Community Development Block Grant (CDBG) and Emergency Solutions Grants (ESG) Program certifications.
4. Authorize the County Chief Executive Officer to sign the Fiscal Year 2018-2019 Subrecipient Agreements with each Stanislaus Urban County member.
5. Authorize the Director of Planning and Community Development to execute any related program agreements, contracts, or other documentation required for implementation of CDBG, ESG, HOME Investment Partnerships Program (HOME), and any other programs identified in the Annual Action Plan. The authorization includes the use of any program income in accordance with applicable program guidelines.
6. Authorize the Planning and Community Development Department to incorporate any comments received prior to the close of the public review period and during the public hearing in the final documents and to make alterations to the documents as directed by HUD, provided alterations are technical in nature and do not alter the approved programs or funding allocations.

DISCUSSION:

Federal and local regulations require a minimum 30-day public review period prior to local approval of an Annual Action Plan (AAP). A draft of the AAP was available for public review between May 1, 2018, and May 30, 2018, at the Planning Departments of

each member of the Stanislaus Urban County, and viewable online at: <http://www.stancounty.com/planning/cdbg/plans-and-reports.shtm>. The revised draft version of the AAP to be considered for approval is provided as Attachment 1 of this report. It includes minor formatting and grammatical revisions; along with edits to address the recently released HUD final funding allocation levels and allowances which are proportionately adjusted for the proposed projects and activities.

In addition to the proposed AAP, an amendment to the Stanislaus Urban County Citizen Participation Plan (CPP) has been drafted for review and consideration to address new federal regulations. The current CPP requires an amendment to remain in federal compliance and in order to proceed with the development of the Fiscal Year 2020-2025 Consolidated Plan (Con Plan) and Assessment of Fair Housing (AFH), see Attachment 3. The draft amended CPP was available for public review during the same period as the draft AAP and no revisions have been made to the draft to be considered for approval.

Stanislaus County, in partnership with the cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford form the Stanislaus Urban County for purposes of receiving federal Housing and Urban Development (HUD) Community Development Block Grant Program (CDBG) and Emergency Solutions Grants (ESG) Program funding. Stanislaus County is the “lead entity” with responsibility for implementing and administering CDBG and ESG funding.

The draft AAP covers year four of the Con Plan and describes the specific projects and activities that will be undertaken during Fiscal Year 2018-2019.

The draft AAP and amended CPP released for public review has been presented at various community meetings throughout the Stanislaus Urban County (including meetings with each of the respective partner cities), Stanislaus County Municipal Advisory Councils (MAC) requesting presentations (Valley Home and Wood Colony), and the Stanislaus Community System of Care (the local Continuum of Care (CoC)). Over 500 community stakeholders were also notified via e-mail of the 30-day review period and of the June 5, 2018, Public Hearing. A summary of public comments received regarding the draft AAP is provided on pages 7 and 8 of the draft APP. While no written comments have been received, questions regarding funding opportunities, the grant application process, and the restructuring of the local Continuum of Care (CoC) into the broader Community System of Care (CSOC) were received at MAC and stakeholder meetings. No public comments regarding the CPP have been received.

HUD Funding Allocations - Fiscal Year 2018-2019

On May 1, 2018, HUD released its final allocation levels that included the following increases for these programs: CDBG, 8.9%; and ESG, 0.3%. The Stanislaus Urban County is proposing an AAP based on HUD’s final allocation levels:

The allocations to each respective Stanislaus Urban County member reflected in the table below have been determined based on the above funding levels and United States Census poverty and population data.

**TABLE ONE
CDBG AND ESG ALLOCATION ESTIMATES**

Urban County Member	Activities	Administration	Total
Ceres	\$266,485	\$16,544	\$283,029
Hughson	133,284	16,544	149,828
Newman	151,357	16,544	167,901
Oakdale	167,003	16,544	183,547
Patterson	151,189	16,544	167,733
Waterford	138,806	16,544	155,350
Stanislaus County	665,250	353,843	1,019,093
Public Services	239,053		239,053
Fair Housing		25,000	25,000
CDBG Subtotal	\$1,912,427	\$478,107	\$2,390,534
ESG	181,267	14,697	195,964
Total	\$2,093,694	\$492,804	\$2,586,498

Final allocation amounts for each Stanislaus Urban County member are subject to further refinement based on HUD’s approval of the AAP. If there are any funding changes, the allocations will be adjusted proportionately.

As part of the proposed allocations, each of the Stanislaus Urban County members receive a portion of CDBG funding allocation to cover administrative costs associated with carrying out CDBG eligible projects. As the lead entity with responsibility for implementing, monitoring and administering CDBG and ESG funding, Stanislaus County receives the majority of the available CDBG administrative funding; which is capped at 20% of the overall CDBG allocation. HUD recognizes Stanislaus County as the sole grantee responsible for administration of CDBG and ESG funds. Accordingly, the County’s Planning and Community Development Department is responsible for the receipt and timely expenditure of funds, environmental documentation of projects, eligibility determination of program expenditures and persons accessing program services, as well as program monitoring on behalf of the Stanislaus Urban County.

As a HUD mandated requirement, the Stanislaus Urban County must meet fair housing program requirements to address impediments to fair housing choice through education and investigation services to the community. The cost of providing a fair housing program is subject to the 20% administrative funding cap. The Stanislaus Urban County annually complies with this requirement by contracting with a fair housing service provider selected through a competitive Request for Proposal process. Project Sentinel, the Stanislaus Urban County's current fair housing service provider, submitted the only proposal for Fiscal Year 2018-2019.

The following is an overview of the projects and activities, by funding source, to be undertaken in Fiscal Year 2018-2019:

Community Development Block Grant (CDBG) Funding

Stanislaus County:

On March 28, 2017, the Board of Supervisors approved prioritizing the use of CDBG funds for sewer infrastructure projects. Included in the March 28th agenda item was a discussion of a sewer project prioritization study prepared by the County's Department of Public Works using a methodology based on need, income eligibility, and cost effectiveness. In response to the County's success in obtaining state funding to leverage with CDBG funding in the design, engineering, and construction of sewer projects over the last few years, the prioritization study gave the highest weight to projects with the greatest opportunity to receive state funding, second to need, and third to cost effectiveness. The March 28th agenda item is available on-line: <http://www.stancounty.com/bos/agenda/2017/20170328/D01.pdf>

Based on the results of the sewer project prioritization study, Fiscal Year 2017-2018 CDBG funds were allocated to the West Modesto Infrastructure Project, which includes the following top three project areas listed in the study:

Spencer/Marshall – The project area is generally located south of Maze Boulevard, east of the Modesto Irrigation District Lateral No. 5, north of California Avenue, and west of Briggs Street.

Beverly/Waverly – The project area is generally located south of Chicago Avenue, north of Paradise Road, and east of Carpenter Road.

Rouse/Colorado – The project area is generally between Sutter Avenue and Sunset Avenue, south of South Avenue and north of Garden Avenue.

Altogether, the top three project areas include approximately 1,038 residential, commercial and mixed-use parcels. These parcels currently rely on septic tanks for treatment of sewage. The project's purpose is to provide a sanitary sewer system that will allow property owners to abandon their existing failing septic tanks and connect to a public sewer system.

Authorization to proceed to work with Self-Help Enterprises (SHE) to conduct an environmental assessment, co-facilitate a community engagement strategy, and apply for funding from the California State Water Resources Control Board was approved by the Board of Supervisors on March 27, 2018. SHE has contracted with Dokken Engineering to prepare the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) environmental assessments, both of which are scheduled to be completed by June 2018. The CEQA initial study is currently undergoing a 30-day public review period, May 4, 2018, to June 4, 2018, and will be presented to the Board of Supervisors for certification on June 12, 2018. The design and engineering and construction of this project are expected to occur in multiple phases. The design and engineering for the first project phase, the Spencer/Marshall area, is anticipated to be completed in 2019 with construction commencing in 2020.

For Fiscal Year 2018-2019, staff is recommending the continued allocation of funding to the West Modesto Infrastructure Sewer Project. Project implementation is dependent on funding availability; to ensure CDBG timeliness requirements are met, the project will be designed to allow for phased construction in order to mitigate any risk if state funding is delayed or not received. The AAP project descriptions for the three sewer project areas integrate small targeted sidewalk projects, to provide the County increased flexibility to better regulate the timely expenditure of CDBG funds.

City of Ceres:

The City of Ceres plans to begin construction on the Roeding Heights, American's with Disabilities (ADA) Improvements Project. The boundary area for this project is Rose Avenue to the west, Stanford Avenue to the north, Mitchell Road to the east and Roeding Road to the south. The project will result in the installation of curb, gutter, sidewalk and sidewalk repairs where needed and required. The City will also begin the planning and design of Pleasant Avenue and Central Avenue Infrastructure Improvements project and the Morrow Village ADA Improvements Project.

City of Hughson:

The City of Hughson will complete construction of the 2nd Street Sidewalk Improvements Project. The project is part of a multi-year effort to complete sidewalk infill projects to improve connectivity, mobility and access for non-motorized users of the City. This project will include the sidewalk infill, curb, gutter, ADA ramps, storm drainage improvements, and street paving as necessary. The project area is located along 2nd Street between Walker Lane and Fox Road. The City will also begin the planning and design of the Walker Lane Infrastructure Project in the upcoming fiscal year.

City of Newman:

The City of Newman will complete construction of its Inyo Avenue and Q Street infrastructure improvement projects. These projects will result in the installation/repair of curb, gutter, sidewalk, and driveways along with tree removal, street repair and overlay due to severe damage from tree roots. The City will also commence with planning, design, and engineering for improvements to Klehn and Steffensen Park that includes ADA improvements.

City of Oakdale:

The City of Oakdale will complete the planning, design and engineering work on the Wood Basin Area Storm Drain Improvements (formerly named Block 3 Flood Control Project). The project will provide improved flood control measures for the area of West H Street, West I Street, South Wood Street, Wanda Way and Hinkley Avenue.

City of Patterson:

The City of Patterson will complete construction on the 5th and 6th Street Infrastructure Improvements Project. The project will consist of a water main replacement and installation of curb, gutter, storm drain, sidewalks and street repaving. The project is located on 5th and 6th Street and is bounded by E Street to the north and C Street to the south, and is part of the greater Downtown Infrastructure Improvements Project. The City will begin the planning and design of the C and D Street Infrastructure Project, the next phase in the City's multi-phased infrastructure improvements plan.

City of Waterford:

The City of Waterford will complete construction on the Church Street Infrastructure Project. The project will consist of infill type infrastructure improvements including sidewalk, curb, gutter and ADA ramps. The project will also include installation of new paving between sidewalks and existing paving, installation of storm drainage, and water and sewer line improvements. The City will commence with the planning, design and engineering of the Main Street Project that will include curb, gutter, and ADA ramps on the north side of Main Street between H Street and I Street.

Projects proposed in the cities of Hughson, Newman, Oakdale, Patterson and Waterford (partial) are not located within a Low-Moderate Area (LMA) as reflected in HUD's 2010 Census Block Group data and, as such, do not meet the LMA benefit requirements allowing projects to proceed without individual door-to-door income surveys being conducted. An income survey is needed to verify that at least 51% of the households in the project area are low-income, thus meeting CDBG income eligibility thresholds. According to HUD data, the County's proposed West Modesto Area sewer infrastructure projects are within the qualified census tract areas, and income surveys for those areas will not be required.

County staff has developed a survey tool meeting HUD's standards and will be coordinating with cities to conduct all necessary surveys prior to the release of CDBG funding, in order to not delay project implementation. Considering known neighborhood conditions and neighborhood demographics, there is confidence that the identified project areas will meet CDBG LMA income eligibility thresholds; however, if an area fails to meet the eligibility threshold, an amendment to the AAP to identify an alternative project may be required.

In accordance with the approved Con Plan, Stanislaus Urban County members have the option to "shift" their allocation with other member's by entering into an Independent Agreement. Members entering into an Independent Agreement to shift funds will be responsible for working out repayment terms amongst themselves if future allocations decline. Any shift in funds over \$150,000 would require the Stanislaus County Board of Supervisors approval of a substantial amendment to the AAP. At this time, no requests to shift funds are being proposed.

In addition to jurisdiction specific activities, CDBG funds will be used to fund the following programs through the Stanislaus Urban County in Budget Year 2018-2019:

Public Services Grants (CDBG-PSG):

CDBG funds provide the opportunity for the Stanislaus Urban County to fund non-profit organizations that provide public services. In accordance with HUD public services cap regulations, approximately ten percent of the total Fiscal Year 2018-2019 CDBG allocation, estimated to be \$239,053, is proposed to be set-aside for this purpose. As part of this funding cycle, the Stanislaus Urban County received and reviewed nineteen competitive applications for CDBG-PSG funding. Organizations that have applied for CDBG-PSG funding include, but are not limited to, organizations that provide services to at-risk youth, seniors, and the homeless. The draft AAP includes CDBG-PSG funding recommendations for the following organizations:

Court Appointed Special Advocates (CASA) – Direct Services Project
Center for Human Services – Ceres Family Resource Center (partial funding)
Center for Human Services – Oakdale Family Resource Center
Center for Human Services – Westside Family Resource Center
Children's Crisis Center – Guardian House Program
Children's Crisis Center – Marsha's Shelter Program
Children's Crisis Center – Verda's Children Shelter Program
DRAIL – Assistive Technology Program
Family Promise – Renter Restoration Program
Parent Resource Center – Families First and More Program
The Salvation Army Red Shield – After School Homework Center
The Salvation Army Red Shield – At-Risk Teen Program

Attachment 2 includes a list of all CDBG-PSG applications, along with Emergency Solutions Grants (ESG) Program applications discussed later in this report, received (in order of highest to lowest ranking) with applications recommended for funding reflected in bold and italic print. Recommendations for funding were made by a grant review panel consisting of eight members representing the Stanislaus Urban County members, the Chief Executive Office, and a representative from the locally recognized Continuum of Care (CoC), the Stanislaus Community System of Care (CSoC).

Upon approval, technical adjustments may be needed if a funded organization fails to meet contract requirements or is found to be ineligible to receive funds. All funding recommendations are subject to final HUD approval. If an organization is found to no longer be eligible, funding will be awarded to the next highest ranking organization. Due to an increase in the final CDBG funding allocation, the funding recommendation has been revised to reflect 11 CDBG-PSG applications to be fully funded and one to receive partial funding. The additional funds in the amount of \$21,369 were applied to fund the grant amount requested by The Salvation Army Red Shield - After School Homework Program and partially fund the request from Center for Human Services - Ceres Family Resource Center.

Neighborhood Stabilization Program (NSP)

The Stanislaus Urban County will continue the implementation of the program to increase the affordable housing stock within Stanislaus County. In Fiscal Year 2018-2019, NSP Program Income will continue to be available to all Stanislaus Urban County members to fund the removal of blighted and dangerous buildings in NSP target areas. County staff will also continue to work with the Housing Authority of the County of Stanislaus to finalize plans for the development of the remaining inventory of properties acquired in previous years, using NSP funds.

On February 27, 2018, the Board of Supervisors approved a Substantial Amendment to the NSP 1 and 3 Action Plans to fund affordable housing projects, including Oak Leaf Meadows in the City of Oakdale and in-fill housing projects. The amendments involved approximately \$4,660,000 in NSP 1 and 3 funds. The Oak Leaf Meadows project proposal consists of 56 multi-family affordable housing units, consisting of two and three-bedroom housing units on a 3.29+/- acre property that includes a 5,000 square foot community center and a day care/ head start facility.

Emergency Solutions Grants (ESG) Program

As with CDBG-PSG funding, federal ESG funds allow the opportunity for the Stanislaus Urban County to fund non-profit organizations that provide public services to the homeless. Federal 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 seven federal ESG competitive applications for funds (the application review was conducted by the same review committee identified above for PSG funding). The draft AAP includes federal ESG funding recommendations for the following organizations:

Community Housing and Shelter Services – Homeless Prevention Program
Community Housing and Shelter Services – Homeless Management Information System (HMIS) Data Support
Family Promise – New Beginnings Shelter to Solutions Program
We Care Program – Emergency Shelter Program

Upon approval, technical adjustments may be needed if a funded organization fails to meet contract requirements or is found to be ineligible to receive funds. All funding recommendations are subject to final HUD approval. If an organization is found to no longer be eligible, funding will be awarded to the next highest ranking organization. Due to a slight increase in the final ESG funding allocation, the revised allocation remained the same in allowing four ESG applications to be fully funded. ESG funding is subject to federal funding limits per program activity. The ESG funding requests were less than the ESG grant allocation and adjustments were made to meet federal program compliance. The additional funds in the amount of \$491 were allocated to Family Promise the top ranking grant application and a portion was allocated as ESG County Administration to meet the 7.5% allowed for program administration costs.

In addition to the federal ESG funding allocation, Stanislaus County was re-certified by the State of California's Department of Housing and Community Development (HCD), in March 2018, as the Administrative Entity (AE) for continued receipt of ESG funds. The state ESG funds, may be used countywide and are not limited to the Stanislaus Urban County area. As with the federal ESG, state ESG may be used to fund service providers that assist the homeless and those at risk of homelessness. HCD requires Stanislaus County, as the AE, to respond to a Notice of Funding Availability (NOFA) process and submit an authorizing resolution for obtaining these funds. A request for the authorizing resolution will be presented to Board of Supervisors for consideration later this year and will include funding recommendations. The local grant application process for state ESG funding was conducted concurrent with the federal ESG application process based on an estimated funding allocation amount of \$827,127. Four applications for state ESG funding were received for an amount less than the current fiscal year's funding allocation level. HCD has indicated that they will allow the federal ESG and CDBG applications submitted for funding to be used by Stanislaus County in proposing funding recommendations for state ESG funds, if the applications

are deemed eligible by HCD. Funding recommendations for the state ESG funds will be brought to the Board of Supervisors at a later date, pending the HCD release of the NOFA for Fiscal Year 2018-2019.

On April 6, 2018 HCD made an announcement that a portion of the CA-ESG funds would be removed and combined with the first two quarters of revenues from Senate Bill (SB) 2 that will be dedicated to homelessness. As a result of this change in the CA-ESG funding structure, the estimated CA-ESG funding allocation was reduced to \$325,153. SB 2, the Building Homes and Jobs Act, established a permanent source of funding to address homelessness and affordable housing needs. Specific program guidelines and regulations for this new funding source are currently under consideration in the state legislature.

HOME Investment Partnerships Program (HOME)

The Stanislaus Urban County is also a member of City of Turlock and Stanislaus County HOME Consortium (referred to as the "HOME Consortium"). The City of Turlock is the "lead entity" with responsibility for implementing, monitoring, and administering the HUD funded HOME Investment Partnerships Program (HOME) funds for the HOME Consortium.

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 Fiscal Year 2018-2019 final HOME Consortium allocation is \$1,382,383 (allocation amount for the entire HOME Consortium), a 40% increase from the previous fiscal year. Fiscal Year 2018-2019 HOME program funding will be determined and adopted by the City of Turlock, and submitted for final approval to HUD via a submittal of an Annual Action Plan.

Currently, the City of Turlock contracts independently with each of the Stanislaus Urban County members. Public release of the City of Turlock's Fiscal Year 2018-2019 AAP detailing HOME activities to be undertaken and funding allocations among the HOME Consortium members is pending.

Assessment of Fair Housing (AFH)

The U.S. Department of Housing and Urban Development (HUD) recently published a Final Rule at 24 CFR Part 5 regarding a grantee's obligation to Affirmatively Further Fair Housing (AFFH). The new rule sets forth specific processes to identify and understand local and regional fair housing issues and to set goals for improving fair housing choice and access to opportunity. The AFFH Rule has revised the citizen participation process to reflect additional citizen participation plan requirements. In addition to these new provisions, the regulation now replaces "citizens" with "residents" in the development of the AFH and Con Plan.

Grantees must encourage residents to participate in the development of the AFH and any revisions to the AFH in the same manner one would encourage citizen participation in the Con Plan, AAP or any substantial amendments to the plans and performance report.

The new AFFH rule adds an AFH reference at 91.105(1) to ensure that citizen participation requirements do not restrict, delay or obstruct the responsibility or authority of the local governments for the development and execution of its Con Plan or AFH. The overall purpose of emphasizing citizen participation is to assist jurisdictions in their development of planning documents and not to create obstacles or hinder the implementation of projects and programs funded by HUD. The Stanislaus Urban County's amended CPP contains the specific changes identified in the 24 CFR Part 5 needed to ensure compliance with HUD.

POLICY ISSUE:

As per federal regulation 24 CFR Part 91, HUD Entitlement Jurisdictions are required to hold a public hearing in accordance to the locally adopted Citizen Participation Plan (CPP) for the Annual Action Plan (AAP). The public hearing must allow for residents to respond to the planned activities by the entitlement jurisdiction to address the needs of the underserved, homeless and those at risk of becoming homeless.

Federal Community Development Block Grant (CDBG), Emergency Solutions Grants (ESG) Program, Neighborhood Stabilization Program (NSP), and HOME Investment Partnerships (HOME) funding will serve to provide needed infrastructure improvements, housing, economic development, homeless prevention, rapid re-housing, shelter and public services to individuals and families throughout Stanislaus County. These programs and services outlined in the Annual Action Plan (AAP) are consistent with the goals and objectives of the Con Plan, the County's Focus on Prevention efforts, and the General Plans, specifically the Housing Elements, of the respective Stanislaus Urban County members.

FISCAL IMPACT:

Based on the funding allocation levels released by HUD on May 1, 2018, the Stanislaus Urban County will have available \$2,586,498 in CDBG and ESG funding in Fiscal Year 2018-2019. This funding, along with unspent prior fiscal year funding of approximately \$1.6 million is available to Stanislaus County over multiple years until it is expended. As per federal regulations, CDBG funds may not be unspent for longer than seven years and ESG funds for no longer than two years, or the funds would be released back to HUD. The oldest allocation of CDBG funds are required to be expended first. Currently, Stanislaus County has CDBG funds as far back as Fiscal Year 2013-2014 and ESG allocated funds available back to Fiscal Year 2017-2018. The AAP is a required submittal to HUD and is used to obligate the funds and establish the operational plan for the listed projects within the plan. Appropriations were requested through the Fiscal Year 2018-2019 Proposed Budget Process.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority of Supporting Strong and Safe Neighborhoods, Supporting Community Health, and Delivering Efficient Public Services and Community Infrastructure by providing the community with the necessary funds to implement needed programs and projects.

STAFFING IMPACT:

Administrative oversight of all Community Development Block Grant Program (CDBG) and Emergency Solutions Grants (ESG) Program funds allocated to the Stanislaus Urban County will be assumed by existing Planning and Community Development staff.

CONTACT PERSON:

Angela Freitas, Planning & Community
Development Director

Telephone (209) 525-6330

ATTACHMENT(S):

1. Fiscal Year 18-19 DRAFT AAP
2. CDBG and ESG Applications Received and Ranking
3. Amended Citizen Participation Plan 2018 Draft

ATTACHMENT 1



**Annual Action Plan
Fiscal Year 2018-2019**
for HUD Programs

June 2018

Prepared by:
Stanislaus County
Planning and Community
Development Department
1010 10th Street, Suite 3400
Modesto, CA 95354

DRAFT

Stanislaus Urban County

Fiscal Year 2018-2019 Annual Action Plan

Stanislaus County – Board of Supervisors

- District 1 Kristin Olsen
- District 2 Vito Chiesa
- District 3 Terry Withrow, Vice-Chairman
- District 4 Dick Monteith
- District 5 Jim DeMartini, Chairman



City of Ceres – City Council

- Mayor Chris Vierra
- Vice-Mayor Mike Kline
- Councilmember Bret Durossette
- Councilmember Ken Lane
- Councilmember Linda Ryno



City of Hughson – City Council

- Mayor Jeramy Young
- Mayor Pro Tem George Carr
- Councilmember Harold Hill
- Councilmember Mark Fontana
- Councilmember Ramon Bawanan



City of Newman – City Council

- Mayor Robert Martina
- Councilmember Murray Day
- Councilmember Nicholas Candea
- Councilmember Casey Graham
- Councilmember Laroy McDonald



City of Oakdale – City Council

- Mayor Pat Paul
- Mayor Pro Tem Tom Dunlop
- Councilmember J.R. McCarty
- Councilmember Cherilyn Bairos
- Councilmember Richard Murdoch



City of Patterson – City Council

- Mayor Deborah M. Novelli
- Councilmember Dominic Farinha
- Councilmember Joshua Naranjo
- Councilmember Dennis McCord
- Councilmember Alfred Parham



City of Waterford – City Council

- Mayor Michael Van Winkle
- Vice-Mayor Jose Aldaco
- Councilmember Joshua Whitfield
- Councilmember Ken Krause
- Councilmember Thomas Powell



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AP-O5 EXECUTIVE SUMMARY – 91.200 (c), 91.220 (b)**INTRODUCTION**

Every year the United States Department of Housing and Urban Development (HUD) provides funding for housing and community development programs to the Stanislaus Urban County, specifically Community Development Block Grant (CDBG), Emergency Solutions Grants (ESG) Program, and HOME Investment Partnerships Program (HOME) grant. In order to receive these funds, the Stanislaus Urban County must complete a Consolidated Plan (Con Plan) every 3 to 5 years and an annual report called the Annual Action Plan (AAP). The Regional Consolidated Plan for Fiscal Years 2015-2020 was adopted in May 2015 by the Board of Supervisors and identifies housing and community development activities for the next five years. This document is the Fiscal Year 2018-2019 Stanislaus Urban County Annual Action Plan (AAP) for Year 4 of the Con Plan. The majority of this document is generated through HUD's Integrated Disbursement and Information System (IDIS) System.

GEOGRAPHIC TERMS

Throughout this document the following geographic terms will be used.

- Stanislaus Planning Area: Includes the entirety of the planning area considered under this Con Plan: the cities of Ceres, Hughson, Newman, Oakdale, Patterson and Waterford and the unincorporated area Stanislaus County.
- Stanislaus Urban County: A multi-jurisdictional CDBG entitlement, made up of the cities of Ceres, Hughson, Neman, Oakdale, Patterson and Waterford and the unincorporated area of Stanislaus County. Stanislaus County is the "lead entity" for the Stanislaus Urban County.
- Unincorporated County: Includes the entire area of Stanislaus County (this area is not a part of any municipality).
- HOME Investment Partnerships Program (HOME) Consortium: The members of the HOME Consortium are Stanislaus Urban County and the City of Turlock. The City of Turlock is the "Lead Entity" for the HOME Consortium.

1. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

NEEDS ASSESSMENT OVERVIEW

The Stanislaus Urban County has organized their priority needs according to the structure presented in HUD regulation (24 CFR 91.215): affordable housing, homelessness and non-housing community development. Priority is assigned based on the level of need demonstrated by the data that was collected during the preparation of the Con Plan, specifically in the Needs Assessment and Market Analysis; the information gathered during the consultation and citizen participation process; and the availability of resources to address these needs. Based on all three components, housing needs are considered a high priority, followed, by homelessness and non-housing community development needs.

The Stanislaus Urban County has identified six goals to address housing and community development needs between Fiscal Years 2015- 2020.

1. Increase supply of affordable rental housing for Stanislaus Urban County's lowest-income households.
2. Preserve existing affordable housing stock.
3. Provide housing and services to special needs populations.
4. Increase access to homeownership opportunities for Stanislaus Urban County residents.
5. Provide funding for public facility improvements.
6. Promote economic development activities in the Stanislaus Urban County.

There are three specific goals for the CDBG program. They are:

- Provide decent housing;
- Provide a suitable living environment; and,
- Expand economic opportunities.

The Fiscal Year 2015-2020 Stanislaus Urban County/City of Turlock Regional Consolidated Plan (Con Plan) was designed to address the above program goals by outlining the Stanislaus Urban County's needs and priorities for the plan period (See Section AP-05 Executive Summary, Introduction).

Further, priority is assigned based on the level of need that is demonstrated by the data collected during the preparation of the Con Plan, specifically in the Needs Assessment and Market Analysis; the information gathered during the consultation and citizen participation process, and the availability of resources to address these needs.

Most of the Stanislaus Urban County's CDBG funding is allocated towards infrastructure development needed to provide decent housing and a suitable living environment. Aside from the City of Ceres, most Stanislaus Urban County's city allocations range from \$127,000 to \$237,000 for infrastructure activities. Due to redevelopment funds no longer being an option for leverage funding, their annual CDBG allocation alone is usually not enough to complete a larger scale project. Where large scale projects are funded with CDBG, the projects are typically phased to allow for development using multiple years of CDBG allocations.

The allocation of HOME program funding to all Stanislaus Urban County members is also based on the Census data population and poverty percentages amongst jurisdictions. The City of Turlock is lead entity with responsibility for implementing and administering HOME funds for the HOME Consortium. Please refer to the City of Turlock's Fiscal Year 2018-2019 AAP for specific HOME activities. The members of the HOME Consortium use various methods to establish health and safety project priority criteria based on their unique community needs.

In an ongoing effort to meet the Con Plan and this AAP's goal to increase the supply of affordable housing for the Stanislaus Urban County's lowest-income households, the Stanislaus Urban County members will continue to use any funds available, including State CalHOME program income funds (not all Stanislaus Urban Country members are recipients of CalHOME funds), federal and state Emergency Solution Grants (ESG), and HOME funds to address the variety of housing needs throughout the Stanislaus Urban County. Although the Stanislaus Urban County has identified housing

assistance and housing programs as one of the top three goals, the Stanislaus Urban County members' ability to considerably contribute toward the provision and development of affordable housing programs and/or projects has been drastically limited both by the State's elimination of redevelopment and the match requirement of the HOME program.

ESG program funding will be used to provide emergency shelter and rental assistance for homeless households and households at-risk of becoming homeless.

2. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The Stanislaus Urban County in partnership with non-profits, the Housing Authority of Stanislaus County, and various service providers continue to implement and develop programs and/or activities to address the needs outlined in the Con Plan. County staff monitors and evaluates the performance of the Stanislaus Urban County's HUD programs funded with CDBG and ESG funds ensuring regulatory compliance. The following are some of the accomplishments, to date, of Fiscal Year 2017-2018 (Year 3 of the Con Plan).

- Approximately 3,500 individuals were provided emergency food assistance (CDBG);
- 108 individuals were provided a connection to employment (CDBG – 72 & ESG - 32);
- Shelter and services provided to over 325 homeless individuals (CDBG & ESG);
- 12 households assisted with homeless prevention services and maintained housing;
- Over 211 individuals were given needed housing counseling and/or financial assistance for housing (CDBG & ESG);
- 53 households received utility assistance (CDBG);
- Over 700 residents benefitted from infrastructure improvements (CDBG); and
- 8 households received tenant/landlord services.

The Stanislaus Urban County's previous AAPs and CAPERs provide details about the projects and programs completed by the Stanislaus Urban County (documents may be viewed and/or downloaded for the County's website: <http://www.stancounty.com/planning/cdbg/plans-and-reports.shtm>)

The performance of programs, projects, processes, and systems are evaluated on a regular basis. Performance of Stanislaus Urban County members and public service grantees are tracked by various methods on their appropriate use of administrative funds to verifying that outputs (numbers served) and outcomes (how those served are better off after receiving the services) are being met for all awarded public service-related activities and Stanislaus Urban County projects. CDBG Public Services and ESG grantees that are not meeting the thresholds they pledged to meet during key points throughout the year are in jeopardy of receiving only partial or no funding in future fiscal years, if they re-apply for funding. The County also monitors non-profits processes used to better track and follow up with participants to verify participant outcomes (how the participant is better off after receiving a given services). This process helps to better justify the need for the services they provide within the community. Stanislaus Urban County members are encouraged to begin environmental work and income surveys (if needed) 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, for all project types, are made

on a quarterly basis and timeline compliance is confirmed at that time to assure the Stanislaus Urban County's projects are on task. Stanislaus County holds meetings with all Stanislaus Urban County members every other month to discuss and review any issues that maybe effecting CDBG funded projects or residents within the project area.

3. Summary of Citizen Participation Process and Consultation Process

The community outreach process used in the development of this AAP included community meetings, hosted by each of the Stanislaus Urban County members, stakeholders meetings, feedback sessions, and a public hearing by the Stanislaus County Board of Supervisors to consider approval for the AAP.

All community meetings and the public hearing were open to the public and a meeting notice listing the meetings and the public hearing was distributed via e-mail, published in the Modesto Bee, and hard copies posted throughout the Stanislaus Urban County. In accordance with the Stanislaus Urban County's Citizen Participation Plan, the draft AAP is available online at:

<http://www.stancounty.com/planning/cdbg/plans-and-reports.shtm> and hard copies were available for review at the Stanislaus County Planning and Community Development Department office (1010 10th Street, Suite #3400, Modesto, CA 95354), the offices of the Stanislaus Urban County members, and at all branches of the Stanislaus County library.

This draft AAP has been made available for a minimum 30-day public review and comment period from May 1, 2018 – May 31, 2018 and at the June 5, 2018, Public Hearing held by the Stanislaus County Board of Supervisors to consider approval of the AAP and to authorize its submission to HUD.

4. Summary of Public Comments

The City of Oakdale held their community meeting on February 15, 2018 and received comments from residents asking if CDBG funds were available for homeless services. Residents had questions regarding why the city has historically allocated all their funds for infrastructure projects. City staff explained that all homeless and public service HUD funds were administered by the County and a Notice of Funding Availability (NOFA) for HUD funds is released annually for non-profits and service providers. The NOFA requests that applicants direct services to the six cities and the unincorporated communities in the Stanislaus Urban County. The prioritization of funding for health and safety related projects such as flood prevention, sidewalks, water and sewer projects by the City Council was explained to the residents at the community meeting.

A CDBG and ESG Stakeholders meeting was held on March 15, 2018. Twelve grantees and grant applicants attended the meeting and provided feedback on the Fiscal Year 2018-2019 CDBG and ESG grant cycle process. The meeting participants also provided comments on the restructuring of the CoC into a broader Community System of Care (CSOC) and how the CoC had provided a monthly opportunity for stakeholders to meet that is no longer part of the CoC. Comments were received on the grant application forms, and time frame to submit the grant applications. Veterans and homeless service provider representatives participated in the community meeting held on March 21, 2018 at the County's Administration Building in Modesto. Comments were received from a veterans representative about the prioritization of housing and services for veterans in the County. County staff explained the Coordinated Entry System, the CoC, and identified the housing and services dedicated to veterans. Questions were also received from homeless service providers about the CDBG and ESG

funding recommendations and when they would be notified. The NOFA timeline and process was explained by CDBG program staff.

County staff presented to the Wood Colony Municipal Advisory Council (MAC) on March 14, 2018 and the Valley Home Municipal Advisory Council (MAC) on March 21, 2018 an overview of the AAP for Fiscal Year 2018-2019, the CDBG and ESG programs. Residents in both communities had questions about how their area would qualify for CDBG funds to assist with health and safety issues. County staff explained how the projects are prioritized in the Con Plan and how a project area must be 80% or below the Average Median Income (AMI).

AN UPDATED SUMMARY OF PUBLIC COMMENTS WILL BE PROVIDED TO THE STANISLAUS COUNTY BOARD OF SUPERVIORS AT THE JUNE 5, 2018, PUBLIC HEARING TO CONSIDER ADOPTION OF THIS AAP AND THIS SECTION WILL BE UPDATED TO INCLUDE ALL PUBLIC COMMENTS, INCLUDING THOSE RECEIVED AT THE PUBLIC HEARING, PRIOR TO THE AAP BEING SUBMITTED TO HUD.

Summary of comments or views not accepted and the reasons for not accepting them.

(Pending Public Hearing) No comments or views were rejected

5. Summary

The Stanislaus Urban County engaged in a process of community outreach consultations and analysis of relevant community indicators to establish housing and community development goals for the Fiscal Year 2018-2019 AAP planning period. These goals will be used to plan for the use of CDBG, HOME, NSP and ESG funds received by the Stanislaus Urban County for Fiscal Year 2018-2019, program income and unspent prior year funds. The Stanislaus Urban County plans individually for the use of CDBG, NSP, and ESG funds and plans cooperatively with the City of Turlock for the use of HOME funds as the HOME Consortium.

PR-05 LEAD & RESPONSIBLE AGENCIES – 91.200 (b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

The following are the agencies/entities responsible for the preparing the Consolidated Plan and those responsible for the administration of each grant program and funding source.

Table 1 – Responsible Agencies

Agency Role	Name	Department / Agency
CDBG Administrator	Stanislaus County	Planning and Community Development
HOME Administrator	City of Turlock	Housing Program Services
ESG Administrator	Stanislaus County	Planning and Community Development
NSP Administrator	Stanislaus County	Planning and Community Development

NARRATIVE

Stanislaus County, located in the Central Valley of the State of California, comprises the Modesto Metropolitan Statistical Area. As of the 2010 census, the population was 514,453. Stanislaus County was formed from part of Tuolumne County in 1854. The county seat was first situated at Adamsville, then moved to Empire in November, La Grange in December, and Knights Ferry in 1862, and was fixed at the present location in Modesto in 1871. According to the US Census Bureau, the County has a total area of 1,515 square miles (3,920 km²), of which 1,495 square miles (3,870 km²) is land and 20 square miles (52 km² -1.3%) is water.

The City of Turlock was founded on December 22, 1871 and was incorporated on February 15, 1908. The City of Turlock is the second largest city in Stanislaus County after Modesto. It is located between Modesto and Merced at the intersection of State Routes 99 and 165. According to the US Census Bureau, the City of Turlock has a total area of 16.9 square miles, all of which is land.

The Stanislaus Urban County and the City of Turlock jointly completed the Fiscal Years 2015-2020 Regional Consolidated Plan (Con Plan) in an effort to provide a comprehensive analysis of the community development needs throughout the Stanislaus Urban County. Stanislaus County is a Community Development Block Grant (CDBG) entitlement jurisdiction and lead for the Stanislaus Urban County, which includes the unincorporated areas of the County and cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford.

The City of Turlock is the lead agency for the City of Turlock/Stanislaus County HOME Consortium and is also a CDBG entitlement jurisdiction. The Consortium includes the City of Turlock, and all of the Stanislaus Urban County members. In accordance with HUD regulations, Turlock is the lead entity responsible for submittal of the Fiscal Year 2015-2020 Regional Consolidated Plan for all HOME Consortium participating jurisdictions.

Consolidated Plan Public Contact Information

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AP-10 CONSULTATION – 91.100, 91.200 (b), 91.215 (i)**INTRODUCTION**

In preparing the Fiscal Year 2018-2019 Annual Action Plan, Stanislaus Urban County staff consulted with various organizations located in the Stanislaus Urban County that provide services to residents. In many instances these consultations are part of the ongoing interactions between the Stanislaus Urban County and the agencies and groups described in Table 2 listed below.

When developing the Con Plan and the AAP, the County conducted a collaborative effort to consult with elected officials, County departments, Stanislaus Urban County members, community

stakeholders, and beneficiaries of entitlement programs to inform and develop the priorities and strategies contained within the Con Plan. The County's outreach and consultation strategies included the formation of community outreach partnerships with housing service providers, mental health providers, housing developers, community advocates, and other service providers. Community and Stakeholders meetings were conducted to solicit input from the community at large.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215 (I)).

During the quarterly monitoring visits with PSG and ESG grantees, agency-to-agency referrals are reviewed to verify that participants receiving services do not experience any gaps in their need for public services as they strive to reach their goal of independence within the community. Through on-going enhancement, the Stanislaus Homeless Management Information System (HMIS) also has the potential to actively refer consumers of homeless services in a way that greatly reduces, if not eliminates, the needs of those transitioning from the street towards permanent housing. Formal approval for agency-to-agency referral information via the HMIS system has been approved through the Continuum of Care (CoC) (locally recognized as the Stanislaus Community System of Care (CSOC)).

The County is actively involved throughout the year with different service provider networks in the community, including the CoC. Representatives from County's Behavioral Health and Recovery Department and the Community Services Agency regularly attend the monthly CoC meeting and are active participants in program planning for homeless prevention and services for homeless funds and its utilization throughout the County. The County Health Services Agency has been contacted in regard to health care reform legislation, some of which encourages incorporating rental assistance and case management into discharge planning. Since the County does not have a public hospital, private hospitals are consulted about updated health care policies they will be implementing.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families with children, veterans and unaccompanied youth) and persons at risk of homelessness.

HUD charges communities that receive funds under the Continuum of Care (CoC) Program of the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH) with specific responsibilities. Up until 2017, the Housing Authority of the County of Stanislaus had been the "lead applicant" for the local CoC and the coordinating body recognized by HUD and, in its 20-year history, as the CoC's lead applicant brought in over \$100 million in resources to the region. On March 9, 2017, the CoC membership voted to have the City of Modesto become the "lead applicant"; starting with Fiscal Year 2017-2018 CoC funding.

As of 2017, the CoC is locally recognized as the Stanislaus County Community System of Care (CSOC). The CoC continues to meet on a monthly basis to identify gaps and issues for the homeless and those at risk of becoming homeless. The CoC meetings are public meetings in which the community's service providers and stakeholders are welcome to attend and to provide emergency shelter and rapid re-housing service providers an opportunity to provide comment and feedback. County staff regularly attends and participates in the CoC meetings, the County consults with the CoC to develop coordinated plans and strategies to leverage resource and align local goals, objectives, and

performance measures. Announcements for all Stanislaus Urban County PSG and ESG funding opportunities are routinely advertised at the CoC meetings and distributed via e-mail to CoC participants.

Describe consultation with the Continuums(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS.

A representative from the CoC, locally recognized as the Stanislaus County Community System of Care (CSOC), participates on the Grant Review Panel which scores grant applications for the competitive CDBG Public Services, ESG and CA-ESG grants. Funding recommendations for these programs are presented to the CoC during a regular monthly meeting during the AAP's public comment period. A more technical consultation on how ESG funds are utilized, reported and implemented occurs at the HMIS sub-committee, which takes place monthly. The sub-committee works to implement any revisions to ESG and HMIS regulations, both in practice and in the HMIS system itself. Funds are set aside to allow non-profit organizations and service providers to apply through a competitive process for an ESG grant. Applications are released annually through a Notice of Funding Availability (NOFA) process for ESG, CA-ESG and CDBG Public Service grants. Submitted grant applications are received, reviewed, and scored by the Grant Review Panel, consisting of representatives from the Stanislaus Urban County, the County CEO, and a representative from the CoC. Consultations with the CoC helps prioritize ESG funds by assisting the County, in identifying gaps, community needs and ensuring good use of resources with funding. Through this process, the County is able to design programs that are consistent with applicable federal and local standards while distributing funds in an efficient manner.

Participants of the CoC assist in reviewing and updating standards to form what outcomes homeless programs should accomplish during their contract period. Consultations with the CoC allow for an open dialog to discuss how to establish performance measures that benefit the broader goals of the region. In doing so, the County can make changes as needed, be aware of best practices and outcomes, and, as needed, incorporate changes. The CoC, in collaboration with HUD entitlement jurisdictions, works together with the Lead Applicant for CoC funding to operate the Homeless Management Information System (HMIS). The HMIS is essential in efforts to coordinate client services and inform community planning and public policy. The HMIS, homeless individuals benefit from improved coordination in and between agencies, informed advocacy efforts and policies that result in targeted services. Analysis of information gathered through HMIS is critical to the preparation of periodic accounting of homelessness in the region.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities.

Table 2- Agencies, groups, organization who participated

Table 2 – Agencies, groups, organizations who participated

1.	Agency/Group/Organization	Housing Authority of the County of Stanislaus (HACS)
	Agency/Group/Organization Type	Public Housing Authority (PHA)
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Market Analysis Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	As the lead housing provider for the region and one of the main housing developers in the area the HACS was consulted through the monthly CoC meetings. The anticipated outcomes include a streamlining of the services from the CoC and the identification of gaps and services that has allowed the county to improve their strategic plan in implementing HUD programs.
2.	Agency/Group/Organization	We Care Program-Turlock
	Agency/Group/Organization Type	Services- homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - families with children Homelessness Needs - Veterans Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation for areas for improved coordination?	This agency is one of the main resources for homeless services in the County and they were consulted at the Turlock Community Collaborative monthly meeting. The agency serves Turlock and the surrounding areas of the County and provides insight to the needs and the services the homeless population lacks. Identification and improved coordination of homeless services by service providers are the anticipated outcomes from this consultation.
3.	Agency/Group/Organization	The Salvation Army (Emergency Shelter)
	Agency/Group/Organization Type	Services- Homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation for areas for improved coordination?	This agency was consulted through the CoC monthly meetings and at stakeholders meetings. This agency serves Modesto and the surrounding area of the County. As one of the largest homeless services provider in the County, located in and serving Modesto, this agency provides insight in the needs and issues the homeless population are facing. As a result of the consultation, the anticipated outcome is an improved approach to providing services to the homeless.
4.	Agency/Group/Organization	Family Promise of Greater Modesto
	Agency/Group/Organization Type	Services- Homeless
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted through the CoC monthly meetings and during monitoring visits. The agency provides transitional shelter and rental assistance to those that are homeless and at risk of becoming homeless. The outcome from the consultation has been the streamlining of rental assistance services and an improvement to homeless prevention services by opening referrals among service providers.
5.	Agency/Group/Organization	Healthy Aging Association
	Agency/Group/Organization Type	Services- elderly persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	This agency was consulted at stakeholder meetings and the monthly CoC meetings. The agency provides services to the cities and the small communities of the County. The agency provided statistics and projections on the needs for services for seniors. The outcome is that the County has continued to provide funding opportunities for non-profits that serve seniors through the County's competitive public services grants program.
6.	Agency/Group/Organization	Project Sentinel
	Agency/Group/Organization Type	Services - Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Needs Assessment Public Housing Needs Non-Homeless Special Needs

		Market Analysis Anti-poverty Strategy Fair Housing Barriers
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was consulted during monitoring visits and at stakeholder meetings. The agency serves as the Stanislaus Urban County’s HUD certified fair housing services provider. Anticipated outcomes include a better understanding of fair housing rights and responsibilities by housing providers and their clients.
7.	Agency/Group/Organization	Salvation Army Red Shield
	Agency/Group/Organization Type	Services - children
	What section of the Plan was addressed by Consultation?	At-Risk Youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The agency was consulted during monitoring visits and stakeholder and community meetings. The agency serves the Stanislaus Urban County that includes the south Modesto and Parklawn communities. Anticipated outcomes include an improved referral system among this agency and other agencies that provide services for at-risk youth.
8.	Agency/Group/Organization	Small Business Development Center
	Agency/Group/Organization Type	Services - employment
	What section of the Plan was addressed by Consultation?	Economic Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consulted with this agency during stakeholder meetings and monitoring visits. The anticipated outcomes include the development of a technical assistance program for small businesses in the Stanislaus Urban County.

Identify any Agency Types not consulted and provide rationale for not consulting.

None

Describe other local/regional/state/federal planning efforts considered when preparing the Plan.

Table 3- Other local/regional/federal planning efforts

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with goals of each plan?
Continuum of Care Consolidated Application	City of Modesto	The goals of the CoC’s annual submissions to HUD are similar in that they address the coordination, needs and goals of housing service providers and participating jurisdictions.
General Plan	Stanislaus	The goals of the Housing Element of the General Plan of all Stanislaus

Housing Elements	Urban County Members	Urban County jurisdictions are similar in the fact that they identify housing goals and challenges.
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AP-12 PARTICIPATION – 91.105, 91.200 (c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

In order to ensure maximum participation in the AAP process among all populations and special needs groups and to ensure that their issues and concerns are adequately addressed, the Stanislaus Urban County has a Citizen Participation Plan (CPP) in place. The Citizen Participation Plan describes the actions to be taken to encourage citizen participation in the development of the Con Plan, any substantial amendments to the Con Plan, the AAP, and the Consolidated Annual Performance Evaluation Report (CAPER). The community outreach process included community meetings, two stakeholder meetings, and phone and e-mail consultations.

The public comment and review period for the Fiscal Year 2018-2019 AAP is from May 1, 2018 to June 5, 2018. Notice of community meetings and the public hearing to consider adoption of the AAP is published in the Modesto Bee newspaper that covers the entire jurisdiction.

All the community meetings were open to the public and, in addition to newspaper publications, notices of the meetings were distributed via e-mail, and hard copy posting. The community meetings provide a forum for citizens to participate in matters related to the Stanislaus Urban County’s HUD Programs as well as provide staff an opportunity to review policy issues and obtain public feedback.

In addition to community meetings, the Stanislaus Urban County receives feedback from the public and other community stakeholders regarding the implementation of its HUD funded programs through presentations and attendance at various public meetings. The processes involved for the allocation of funding is based on goals and strategies outlined in the Stanislaus Urban County’s Fiscal Years 2015-2020 Consolidated Plan for HUD Programs.

Summarize citizen participation process and how it impacted goal-setting.

Citizen Participation Outreach

Table 4- Citizen Participation Outreach

1.	Mode of Outreach	Public Hearing
	Target of Outreach	Non-targeted/broad community General Public Service Providers
	Summary of Response/Attendance	Comments Pending
	Summary of comments received	Comments Pending
	Summary of comments not accepted and reason	Comments Pending
	URL (if applicable)	

2.	Mode of Outreach	Newspaper Ad- The Modesto Bee
	Target of Outreach	Non-Targeted/broad community General Public
	Summary of Response/Attendance	No Comments Received
	Summary of comments received	No Comments Received
	Summary of comments not accepted and reason	No Comments were Rejected
	URL (if applicable)	N/A
3.	Mode of Outreach	Newspaper Ad- The Modesto Bee
	Target of Outreach	Non-English Speaking: Spanish
	Summary of Response/Attendance	No Comments Received
	Summary of comments received	No Comments Received
	Summary of comments not accepted and reason	No Comments were Rejected
	URL (if applicable)	N/A
4.	Mode of Outreach	Community Meeting
	Target of Outreach	Non-Profits Service Providers Residents
	Summary of Response/Attendance	Representatives from veteran's agency and homeless service providers participated in the community meeting held on March 21, 2018 at the County's Administration Building in Modesto.
	Summary of comments received	Comments were received from a veterans agency representative about the prioritization of housing and services for veterans in the County. County staff explained the Coordinated Entry System, the CoC, and identified the housing and services dedicated to veterans. Questions were also received from homeless service providers about the CDBG and ESG funding recommendations and when they would be notified. The NOFA timeline and process was explained by CDBG program staff.
	Summary of comments not accepted and reason	No Comments were Rejected
	URL (if applicable)	N/A
5.	Mode of Outreach	Community Meeting #1 and #2
	Target of Outreach	CoC members Community members
	Summary of Response/Attendance	Community Meeting #1- CDBG and ESG Stakeholders Meeting: March 15, 2018. Twelve grantees and grant applicants attended the meeting and provided

		feedback on the Fiscal Year 2018-2019 CDBG and ESG grant cycle process. Community Meeting #2: May 17, 2018-Pending
	Summary of comments received	Community Meeting #1: The meeting participants also provided comments on the restructuring of the CoC into a broader Community System of Care (CSOC) and how the CoC had provided a monthly opportunity for stakeholders to meet that is no longer part of the CSOC. Comments were received on the grant application forms, and time frame to submit the grant applications.
	Summary of comments not accepted and reason	No Comments were Rejected
	URL (if applicable)	N/A
6.	Mode of Outreach	Monitoring Visits and Coordinated Entry System (CES) Trainings
	Target of Outreach	Public Service Grantees ESG Grantees CA-ESG Grantees Stanislaus Urban County Members
	Summary of Response/Attendance	Monitoring visits and/or desk audits are conducted quarterly to all CDBG and ESG grantees. Coordinated Entry System (CES) Trainings have been conducted jointly by County and City of Modesto staff monthly since February 2018 for ESG and CoC grantees.
	Summary of comments received	Monitoring Visits: ESG Grantees provided feedback on the challenges of obtaining the dollar to dollar match for their programs. The agencies funded for Rapid Re-Housing commented on the challenges to finding affordable rental units and that the 30% AMI income limit has also been more of a challenge this last year. The agencies are seeing client that are above that AMI facing homelessness due to the rising costs of housing. CES Trainings: The CES trainings have provided County and City ESG funded grantees an opportunity to assist in the evolving CES currently in place for the CoC area.

	Summary of comments not accepted and reason	No Comments were Rejected
	URL (if applicable)	N/A
7.	Mode of Outreach	Public Meeting (Wood Colony MAC)
	Target of Outreach	Non-targeted/broad community
	Summary of Response/Attendance	The Wood Colony municipal advisory council (MAC) asked County staff to present on the AAP. MAC members, area residents and County staff from various departments were in attendance.
	Summary of comments received	Staff received questions about how CDBG funding could be utilized in their community. The Con Plan and AAP planning process, prioritization and eligibility for CDBG funds were explained by CDBG program staff.
	Summary of comments not accepted and reason	No Comments were Rejected
	URL (if applicable)	N/A
8.	Mode of Outreach	Public Meeting (Valley Home MAC)
	Target of Outreach	Non-targeted/broad community
	Summary of Response/Attendance	The Valley Home municipal advisory council (MAC) asked County staff to present on the AAP. MAC members, area residents and County staff from various departments were in attendance.
	Summary of comments received	Staff received questions from the Valley Home community about how their area would be eligible for funds to help with a Fire Station and safety programs. The Con Plan and AAP planning process, prioritization and eligibility for CDBG funds were explained by CDBG program staff.
	Summary of comments not accepted and reason	None
	URL (if applicable)	N/A
9.	Mode of Outreach	Public Meeting (West Modesto)
	Target of Outreach	Non-Targeted/broad community
	Summary of Response/Attendance	County staff held a community meeting on December 20, 2017, to discuss the West Modesto Infrastructure Project and receive feedback from the Spencer/Marshall neighborhood the first neighborhood in that project to undergo sewer installation. A total of 26 residents attended the meeting.

	Summary of comments received	The residents in attendance had questions about the timeframe for the project and if any of the costs of the project would be placed on them. There were questions about connection fees and if residents would be forced to connect. County staff explained the tentative project schedule and the process to connect.
	Summary of comments not accepted and reason	No Comments were Rejected
	URL (if applicable)	N/A

AP-15 EXPECTED RESOURCES – 91.420 (b), 91.220 (c)(1.2)

INTRODUCTION

During Fiscal Year 2018-2019, Stanislaus Urban County expects to receive \$2,390,534 in Community Development Block Grant (CDBG) program funding and \$195,964 in ESG funding. CDBG program income consists of approximately \$200.00 a month unless there’s a significant payoff from an existing loan, which will be spent down prior to Fiscal Year 2018-2019 program funds. The amount of prior year unspent CDBG funds is approximately \$1,600,000 and \$166,000 in federal ESG funds. An estimated \$325,153 in CA-ESG funding has been allocated by the California Department of Housing and Community Development (HCD) for Fiscal Year 2018-2019 and a carry-over of \$500,000 from Fiscal Year 2017-2018 funds has been obligated to service providers. Stanislaus County also currently has a balance of \$3,549,000 in NSP 1 and \$1,110,900 in NSP 3 program income funding. This funding is anticipated to be utilized during Fiscal Year 2018-2019 for housing activities, including the Abandoned and Dangerous Buildings program.

Please see information provided below.

Anticipated Resources

Table 5 – Expected Resources-Priority Table

Expected Amount Available Year 4		
1.	Program	CDBG
	Source of Funds	Public- Federal
	Uses of Funds	Administration Planning Economic Development Housing Public Improvements Public Services
	Annual Allocation	\$2,390,534
	Program Income	\$2,400
	Prior Year Resources	\$1,600,000
	Total	\$3,992,934
	Expected Amount Available for Remainder of Con Plan	\$4,781,068

	Narrative Description	Majority of funds will be utilized for infrastructure projects. 10% will be set aside for public services. 20% for Administration. Prior year resources are projected to be \$1.6 million That will be reallocated to HUD approved infrastructure projects
2.	Program	ESG
	Source of Funds	Public- Federal
	Uses of Funds	Administration Overnight Shelter (Activities and Operations) Rapid Re-housing (Rental Assistance) Rental Assistance Services (Case Management & Essential Services)
	Annual Allocation	\$195,964
	Program Income	\$0
	Prior Year Resources	\$166,000
	Total	\$361,964
	Expected Amount Available Remainder of Con Plan	\$391,928
	Narrative Description	Funds will be utilized for ESG program administration, emergency shelters, homeless management information system (HMIS) data entry, and homeless prevention and rapid re-housing services.

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Leveraging of funds, in the context of the Stanislaus Urban County’s HUD programs, means bringing in other local, state, and federal financial resources, in order to maximize the reach and impact of the Stanislaus Urban County’s HUD funded programs. HUD, like many other federal agencies, encourages the recipients of federal funds to demonstrate that efforts are being made to strategically leverage additional funds in order to achieve greater results. Leverage is also a way to increase project efficiencies and benefit from economies of scale that often come with combining sources of funding for similar expanded scopes. Funds will be considered leveraged if financial commitments toward the costs of a project from a source, other than the originating HUD Program, are documented. The following is an overview of how specific federal funding will be leveraged and non-entitlement funding available for match:

HOME - 25% Match Requirement: The Stanislaus Urban County uses local Inclusionary Funds, state funds, and program income from various funding sources as contributions to housing pursuant to HOME matching requirements.

ESG - 100% Match Requirement: The Stanislaus Urban County uses CDBG funding and subrecipients utilize CoC funding, private donations, CDBG funding, foundation funding and in-kind as sources to meet the match requirement. Fiscal Year 2018-2019 ESG and CA-ESG allocations are expected to leverage an estimated \$209,419 from the following sources: Private donations, federal, State and other local funding.

NSP - The Stanislaus Urban County will continue its efforts in using NSP PI funds to provide affordable housing opportunities in combination with leveraged funding provided by the housing developer. The

City of Oakdale will be working on a multi-family affordable housing project over the next fiscal year in which \$3 million in NSP 1 and 3 funding has been authorized.

CDBG-PSG: Leverage funding identified by applicant agencies awarded funding during the Fiscal Year 2018-2019 NOFA CDBG Public Services Grant Program process amounts to \$2,596,252.

Non-Entitlement Federal and State resources include: Stanislaus Urban County member will continue the use of State of California funds (as they become available) designed to fund affordable housing and infrastructure projects. Stanislaus County will continue pursuing California State Water Resources Control Board (Water Board) grant funds to assist in the completion of CDBG funded sewer infrastructure projects. An additional \$5 million was leveraged in infrastructure projects between Fiscal Years 2017 and 2018 through funding received by Stanislaus County from the California State Water Resources Control Board.

Low- Income Housing Tax Credits (LIHTC): The federal 4% and 10% LIHTC is the principal source of funding for the construction and rehabilitation of affordable rental homes. They are a dollar-for-dollar credit against federal tax liability. The Housing Authority of the County of Stanislaus (HACS) currently projects 56 units utilizing this federal source to be developed over the next few years.

Section 8 and HUD Veterans Affairs Supportive Housing (VASH) Program: The Housing Authority of the County of Stanislaus (HACS) currently has 5,237 vouchers, with 4,700 allocated for Stanislaus County and the remainder for the other seven counties administered by the HACS which are Amador, Alpine, Mono, Inyo, Tuolumne, Calaveras, and Mariposa. Within the 4,751 vouchers: 151 are VASH vouchers aimed specifically for homeless veterans, 230 are aimed specifically for reunifying families with children removed from the home and who are homeless or living in substandard housing, and 11 are project based VASH vouchers in a senior complex in Patterson.

If appropriate, describe publically owned lands or property located within the jurisdiction that may be used to address the needs identified in the plan.

A 3-acre NSP acquired property under the ownership of the Housing Authority of the County of Stanislaus is proposed to be used for development of a 56 unit multi-family affordable housing complex. The project plans to serve families that meet the income eligibility of 80% and below the area median income. The development financing and design have been completed and construction, pending approval of tax credits, is anticipated to start in 2019.

AP-20 ANNUAL GOALS AND OBJECTIVES – 91.420, 91.220 (c) (3) & (e)

The following is a summary of goals for the CDBG and ESG program for Year 4 of the Consolidated Plan. Goal Outcome Indicators are derived from CDBG and ESG funded project areas and programs. The CDBG and ESG funding allocated to each goal is based on the estimated amount that the Stanislaus Urban County will be receiving in Fiscal Year 2018-2019 and does not include any program income or carry over balance from previous years.

Goals Summary Information

Table 6 - Goals Summary

1.	Goal Name	Improve Infrastructure in low-income neighborhoods
	Start Year	2015
	End Year	2019
	Goal Description	Provide infrastructure to alleviate or remove health and safety issues in very low, low and moderate areas in the community.
	Category	Non-Housing Community Development
	Geographic Area(s)	Ceres Hughson Newman Oakdale Patterson Waterford Unincorporated Stanislaus County
	Needs Addressed	Public Infrastructure Improvement
	Funding	CDBG: \$1,673,374
	Goal Outcome Indicator	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 2,319 Households Assisted
	2.	Goal Name
Start Year		2015
End Year		2019
Goal Description		Provide fair housing education, outreach, mediation, and counseling services to 40 extremely low-, very low-, and moderate income individuals.
Category		Non-Housing Community Development
Geographic Area(s)		Ceres Hughson Newman Oakdale Patterson Waterford Unincorporated Stanislaus County
Needs Addressed		Affordable Housing
Funding		CDBG: \$25,000
Goal Outcome Indicator		Other: 40 Individuals
3.		Goal Name
	Start Year	2015
	End Year	2019
	Goal Description	Public Services for Extremely Low-, very Low-, Low-, and Moderate-Income Households/Individuals and Special Populations. 1,370 extremely low-, very low-, low-, and moderate- income individuals estimated to be served.
	Category	Non-Homeless Special Needs

	Geographic Area(s)	Ceres Hughson Newman Oakdale Patterson Waterford Unincorporated Stanislaus County
	Needs Addressed	Public Services
	Funding	CDBG: \$239,053
	Goal Outcome Indicator	Public service activities other than Low/Moderate Income Housing Benefit: 1,370 Persons Assisted
4.	Goal Name	Shelter for Homeless Persons
	Start Year	2015
	End Year	2019
	Goal Description	Provide shelter to 450 homeless individuals.
	Category	Homeless
	Geographic Area(s)	Ceres Hughson Newman Oakdale Patterson Waterford Unincorporated Stanislaus County
	Needs Addressed	Homeless Services
	Funding	ESG: \$88,766.70
	Goal Outcome Indicator	Homeless Persons Overnight Shelter: 450 Persons Assisted
5.	Goal Name	Rapid Re-Housing for Homeless Persons
	Start Year	2015
	End Year	2019
	Goal Description	Housing for chronically homeless, homeless families with children, homeless veterans, and homeless persons without children.
	Category	Homeless
	Geographic Area(s)	Ceres Hughson Newman Oakdale Patterson Waterford Unincorporated Stanislaus County
	Needs Addressed	Homeless Services
	Funding	ESG: \$14,900
	Goal Outcome Indicator	Rental Assistance / Rapid Re-Housing: 10 Households / 35 Individuals
6.	Goal Name	Homeless Prevention
	Start Year	2015

	End Year	2019
	Goal Description	Prevention of homelessness for extremely low-income families with children and/or individuals and at-risk individuals.
	Category	Homeless
	Geographic Area(s)	Ceres Hughson Newman Oakdale Patterson Waterford Unincorporated Stanislaus County
	Needs Addressed	Homeless Services
	Funding	ESG: \$63,100
	Goal Outcome Indicator	Homelessness Prevention: 17 Households/ 50 Individuals
7.	Goal Name	Homeless Services Data Collection
	Start Year	2015
	End Year	2019
	Goal Description	Provide data entry assistance to homeless service providers who do not receive federal funds and related costs for the HMIS and Coordinated Entry System.
	Category	Homeless
	Geographic Area(s)	Ceres Hughson Newman Oakdale Patterson Waterford Unincorporated Stanislaus County
	Needs Addressed	Homeless Services
	Funding	ESG: \$14,500
	Goal Outcome Indicator	Other: 1 Other

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.215 (b)

The City of Turlock is lead entity with responsibility for implementing and administering HOME funds for the HOME Consortium. Please refer to the City of Turlock's Fiscal Year 2018-2019 AAP for specific HOME activities.

**AP-35 PROJECTS – 91.420, 91.220 (d)
INTRODUCTION**

The Con Plan sets goals and strategies to be achieved over the Fiscal Years 2015-2020 period and identifies a list of funding priorities. The six Con Plan goals represent high priority needs for the

Stanislaus Urban County and serve as the basis for the Fiscal Year 2018-2019 programs and activities identified in the AAP. The Con Plan goals are listed below in no particular order:

- Increase supply of affordable rental housing for Stanislaus Urban County's lowest income households.
- Preserve existing affordable housing stock
- Provide housing and services to special needs populations.
- Increase access to homeownership opportunities for Stanislaus Urban County residents.
- Provide funding for public facility improvements.
- Promote economic development activities in the Stanislaus Urban County.

As shown in the previous section, AP-20 Annual Goals and Objectives, the Stanislaus Urban County has identified goals to address housing and community development needs between Fiscal Years 2015 through 2020. On an annual basis, the Stanislaus Urban County will strive to achieve as many of these goals as feasible. Below are the proposed Fiscal Year 2018-2019 projects (also known as programs or activities).

Projects

Table 7- Project Information

#	Project Name
1.	Stanislaus County - CDBG Program Administration FY 18-19
2.	Stanislaus County - West Modesto Area Sewer Infrastructure Project FY 18-19
3.	Stanislaus County - Fair Housing and Tenant/Landlord Services FY 18-19
4.	City of Ceres - CDBG Project Administration FY 18-19
5.	City of Ceres - Pleasant Avenue/Central Avenue Infrastructure (Phase 1) FY 18-19
6.	City of Ceres - Morrow Village ADA Improvements (4 Phases) FY 18-19
7.	City of Ceres - Fiesta Way Infrastructure Project FY 18-19
8.	City of Hughson - CDBG Project Administration FY 18-19
9.	City of Hughson - Walker Lane Infrastructure Project FY 18-19
10.	City of Hughson - 2 nd Street Infrastructure Project FY 18-19
11.	City of Newman - CDBG Project Administration FY 18-19
12.	City of Newman - Klehn Park Area Improvement Project FY 18-19
13.	City of Newman - Steffensen/Sunshine Park Area Improvement Project FY 18-19
14.	City of Oakdale - CDBG Project Administration FY 18-19
15.	City of Oakdale - Wood Basin Area Storm Drain Improvements Project FY 18-19
16.	City of Patterson - CDBG Project Administration FY 18-19
17.	City of Patterson - C & D Street Infrastructure Project FY 18-19
18.	City of Waterford - CDBG Project Administration FY 18-19
19.	City of Waterford - Main Street Infrastructure Project FY 18-19
20.	City of Waterford - Washington Road Infrastructure Improvements Project FY 18-19
21.	Court Appointed Special Advocates (CASA) of Stanislaus County - Direct Services FY 18-19 (CDBG-PSG)
22.	Center for Human Services - Oakdale Family Resource Center FY 18-19 (CDBG-PSG)
23.	Center for Human Services - Westside Family Resource Center FY 18-19 (CDBG-PSG)
24.	Children's Crisis Center - Guardian House FY 18-19 (CDBG-PSG)
25.	Children's Crisis Center - Marsha's Shelter Program FY 18-19 (CDBG-PSG)

26.	Children's Crisis Center - Verda's Shelter Program FY 18-19 (CDBG-PSG)
27.	Disability Resource Agency for Independent Living - Assistive Technology Program FY 18-19 (CDBG-PSG)
28.	Family Promise - Renter Restoration Program FY 18-19 (CDBG-PSG)
29.	Parent Resource Center - Families First and More FY 18-19 (CDBG-PSG)
30.	The Salvation Army Red Shield - At Risk Teen Program FY 18-19 (CDBG-PSG)
31.	The Salvation Army Red Shield - After School Homework Center FY 18-19 (CDBG-PSG)
32.	Center for Human Services - Ceres Family Resource Center FY 18-19 (CDBG-PSG)
33.	Stanislaus County - ESG Program FY 18-19 (ESG)

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs.

There are three specific goals for the CDBG program. They are:

- Provide decent housing;
- Provide a suitable living environment; and,
- Expand economic opportunities.

The Fiscal Years 2015-2020 Stanislaus Urban County/City of Turlock Regional Consolidated Plan (Con Plan) was designed to address the above program goals by outlining the Stanislaus Urban County's needs and priorities for the plan period. CDBG program funds are designed to serve those at or below 80% of the Area Median Income (AMI). The current 80% AMI in Stanislaus County for one (1) person is \$33,550 family of four (4) is \$47,900. If a project benefits a specific neighborhood or community, at least 51% of the population within that geographic boundary must be within this targeted income group (this is known as an "area benefit activity").

As stated above, CDBG area benefit activities must address the needs of low and moderate income persons residing in an area where at least 51% of the residents are of low-income. This is recognized by the United States Department of Housing and Urban Development (HUD) as a Low/Moderate Area (LMA).

With HUD's release of 2010 Census data in 2014, a number of areas that previously qualified as LMA are no longer eligible. Four Stanislaus Urban County members (Hughson, Newman, Paterson and Waterford) have minimal or no LMA areas according to the current Census data.

There is reason to believe that HUD-provided data does not reflect the actual majority income levels of several Stanislaus Urban County neighborhoods based on the visible physical conditions of the project areas and local knowledge and information of the community demographics. In cases where Stanislaus Urban County members would like to undertake area benefit activities in locations not identified as eligible areas by HUD, Stanislaus County and those Stanislaus Urban County members will conduct door-to-door income surveys of the project areas to ensure that they meet the required LMA standards.

Further, priority is assigned based on the level of need that is demonstrated by the data collected during the preparation of the Con Plan, specifically in the Needs Assessment and Market Analysis; the

information gathered during the consultation and citizen participation process; and the availability of resources to address these needs.

AP-38 PROJECT SUMMARY

Project Summary Information

Table 8- Project Summary Information

1.	Project Name	Stanislaus County- CDBG Program Administration FY 18-19
	Target Area(s)	Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and Unincorporated Stanislaus County
	Goals Supported	Improve infrastructure in low-income neighborhoods Fair Housing and Tenant/Landlord Services Access to public services for low-income household Shelter for Homeless Persons Rapid Re-Housing for Homeless Persons Homeless Prevention Homeless Services Data Collection
	Needs Addressed	Public Infrastructure Improvement Affordable Housing Economic Development Public Services Homeless Services
	Funding	CDBG: \$353,843
	Description	Stanislaus County will provide management and administration services to the Stanislaus Urban County program members. 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). National Objective: N/A Matrix Code: 21A
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	1010 10 th Street, Suite 3400, Modesto, CA 95354
	Planned Activities	Administration of CDBG and ESG programs and projects for FY 18-19.
2.	Project Name	Stanislaus County- West Modesto Area Sewer Infrastructure Project FY 18-19
	Target Area(s)	Unincorporated Stanislaus County
	Goals Supported	Improve Infrastructure in low-income neighborhoods
	Needs Addressed	Public Infrastructure Improvement
	Funding	CDBG: \$665,250
	Description	This project will install sanitary sewer mains and laterals in three

		<p>separate unincorporated neighborhoods within West Modesto in Stanislaus County. It is estimated that the project will include the installation of up to 80,000 linear feet of gravity mains and approximately 1,004 new house laterals in the Spencer/Marshall (144 services), Beverly/Waverly (527 services), and Rouse/Colorado (333 services) neighborhoods. The Spencer/Marshall neighborhood is generally located approximately 0.3 mile west of Highway 99 and is accessible from State Route 132 and Spencer Avenue. The Beverly/Waverly neighborhood is located approximately 0.9 mile west of Highway 99 and is accessible from Paradise Road. The Rouse/Colorado neighborhood is located approximately 0.6 mile west of Highway 99 and is accessible from Tuolumne Boulevard and Roselawn Avenue.</p> <p>The targeted neighborhoods are disadvantaged communities located in West Modesto with predominantly residential parcels that currently rely on septic tanks for the treatment of sewage. The project is proposed in response to health and safety concerns associated with failing septic systems which could lead to the degradation of groundwater quality. The completed project will allow property owners to abandon their existing septic tanks and connect to a public sewer system. The new sewer infrastructure will connect into the City of Modesto’s existing public sewer system. Upon completion of the project, project ownership will be transferred to the City of Modesto for operation and maintenance.</p> <p>National Objective: LMA Matrix Code: 03J Presumed Benefit: No Objective: Address the need for infrastructure improvements in the low income residential area of unincorporated West Modesto. Performance Outcomes: Number of households with access to infrastructure improvements: 1,004 Number of residents impacted by infrastructure improvement: 3000</p>
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	1,004 households/942 Parcels
	Location Description	1010 10 th Street, Suite #3400, Modesto, CA 95354
	Planned Activities	<p>FY 18-19 Activities include environmental assessment, design, engineering, and construction of sewer infrastructure and other related infrastructure improvements to the West Modesto Neighborhoods of:</p> <p>Spencer/Marshall-proposed boundary area includes: Maze Blvd., Spencer Ave., California Ave., Briggs St., and Spruce St. (1</p>

		Activity/Phase) Beverly/Waverly- proposed boundary area includes: proposed boundary area includes: Chicago Ave., Ellen Ave., Paradise Rd., Ritsch Ln., Wade Avenue., and Ohio Ave., (2 Activities/Phases) Rouse/Colorado- proposed boundary area includes: between Sutter Avenue and Sunset Avenue, south of South Avenue and north of Garden Avenue (2 Activities/Phases)
3.	Project Name	Stanislaus County- Fair Housing and Tenant/Landlord Services FY 18-19
	Target Area	Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and Unincorporated Stanislaus County.
	Goals Supported	Fair Housing and Tenant/Landlord Services
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$25,000
	Description	Stanislaus County will contract with Project Sentinel, a HUD certified fair housing agency, to carry out fair housing services. Funds will be used to provide fair housing information, housing counseling, and tenant/landlord mediation services to residents of the Stanislaus Urban County. National Objective: N/A, Matrix Code: 21D Presumed Benefit: N/A Performance Objective: Address the need to affirmatively further fair housing through fair housing enforcement, fair housing awareness and housing counseling. Performance Outcomes: -Number of Individuals receiving information and referral services: 40 -Number of individuals benefitting from fair housing enforcement: 40
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	12 households and 40 individuals through information and referral.
	Location Description	1231 8 th Street, Suite #425, Modesto, CA 95354.
	Planned Activities	Stanislaus County will contract with Project Sentinel, a HUD certified fair housing agency to carry out fair housing services. Funds will be used to provide fair housing information, housing counseling and tenant/landlord mediation services to residents of the Stanislaus Urban County.
4.	Project Name	City of Ceres- CDBG Project Administration FY 18-19
	Target Area	Ceres
	Goals Supported	Improve Infrastructure in low-income neighborhoods Fair Housing and Tenant/Landlord Services Access to public services for low-income households

	Needs Addressed	Public Infrastructure Improvement Affordable Housing Economic Development Public Services Homeless Services
	Funding	CDBG: \$16,544
	Description	This expenditure includes costs associated with management, oversight, and coordination of the related CDBG funded projects. National Objective: N/A, Matrix Code: 21A
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	2720 2 nd Street, Ceres, CA 95307
	Planned Activities	Administration of CDBG projects for FY 2018-2019
5.	Project Name	City of Ceres- Pleasant Avenue/Central Ave. Infrastructure FY 18-19
	Target Area	Ceres
	Goals Supported	Improve Infrastructure in low-income neighborhoods
	Needs Addressed	Public Infrastructure Improvement
	Funding	CDBG: \$100,000
	Description	The project will provide sidewalk, installation of curb and gutter on Pleasant Avenue to the corner of Central Avenue. Projects costs include design and engineering. National Objective: LMA Matrix Code: 03K Presumed Benefit: No Objective: Address the need for infrastructure improvements in the low income residential area of Ceres Performance Outcomes: Number of households with access to infrastructure improvements: 85 Number of residents impacted by infrastructure improvement: 298
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	298 Individuals/ 85 Households
	Location Description	2720 2 nd Street, Ceres, CA 95307
	Planned Activities	Infrastructure Improvements
6.	Project Name	City of Ceres- Morrow Village ADA Improvements (Phase 1) FY 18-19
	Target Area	Ceres
	Goals Supported	Improve Infrastructure in low-income neighborhoods

	Needs Addressed	Public Infrastructure Improvement
	Funding	CDBG: \$100,000
	Description	The project has 4 phases and will provide sidewalk, installation of curb and gutter on Morrow Avenue. Projects costs include design and engineering. National Objective: LMA Matrix Code: 03K Presumed Benefit: No Objective: Address the need for infrastructure improvements in the low income residential area of Ceres Performance Outcomes: Number of households with access to infrastructure improvements:70 Number of residents impacted by infrastructure improvement: 250
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	250 Individuals/ 70 Households
	Location Description	2720 2 nd Street, Ceres, CA 95307
	Planned Activities	Infrastructure Improvements
7.	Project Name	City of Ceres- Fiesta Way Infrastructure Project FY 18-19
	Target Area	Ceres
	Goals Supported	Improve Infrastructure in low-income neighborhoods
	Needs Addressed	Public Infrastructure Improvement
	Funding	CDBG: \$66,485
	Description	The project will provide residents that are on septic tanks an opportunity for access to a sewer system. If additional funds are available the project may include sidewalk infill, curb and gutter. The project area starts on the corner of Whitmore Avenue and Fiesta Way and ends at the end of Fiesta Way. Projects costs include design and engineering. National Objective: LMA Matrix Code: 03K Presumed Benefit: No Objective: Address the need for infrastructure improvements in the low income residential area of Ceres Performance Outcomes: 1. Number of households with access to infrastructure improvements: 20 Number of residents impacted by infrastructure improvements: 75
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	75 individuals/20 Households

	Location Description	2720 2 nd Street, Ceres, CA 95307
	Planned Activities	Infrastructure Improvements
8.	Project Name	City of Hughson- CDBG Project Administration FY 18-19
	Target Area	Hughson
	Goals Supported	Improve Infrastructure in low-income neighborhoods Fair Housing and Tenant/Landlord Services Access to public services for low income household
	Needs Addressed	Public Infrastructure Improvement Affordable Housing Economic Development Homeless Services
	Funding	CDBG: \$16,544
	Description	This expenditure includes costs associated with management, oversight and coordination of the related CDBG funded projects. National Objective: N/A Matrix Code: 21A
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	7018 Pine Street, Hughson, CA 95326
	Planned Activities	Administration of CDBG projects for FY 2018-2019.
9.	Project Name	City of Hughson- Walker Lane Infrastructure Project FY 18-19
	Target Area	Hughson
	Goals Supported	Improve Infrastructure in low-income neighborhoods
	Needs Addressed	Public Infrastructure Improvement
	Funding	CDBG: \$33,284
	Description	The project includes the installation of curb, gutter, sidewalk infill and ADA improvements. The project is part of a multi-year effort to complete sidewalk projects to improve connectivity, mobility and access for pedestrians. The project area is located along Walker Lane between Tully Road and 2 nd Street. Project costs include design and engineering. National Objective: LMA Matrix Code: 03K Presumed Benefit: No Objective: Address the need for infrastructure improvements in the low income residential area of Hughson Performance Outcomes: Number of households with access to infrastructure improvements: 50 Number of residents impacted by infrastructure improvement:150
	Target Date	6/30/2020
	Estimate the number	150 Individuals/ 50 Households

	and type of families that will benefit from the proposed activities	
	Location Description	7018 Pine Street, Hughson, CA 95326
	Planned Activities	Infrastructure Improvements.
10.	Project Name	City of Hughson- 2 nd Street Infrastructure Project FY 18-19
	Target Area	Hughson
	Goals Supported	Improve Infrastructure in low-income neighborhoods
	Needs Addressed	Public Infrastructure Improvement
	Funding	CDBG: \$100,000
	Description	<p>The project is part of a multi-year effort to complete sidewalk infill projects to improve connectivity, mobility and access for non-motorized users of the City. The project will include the installation of curb, gutter, sidewalk and ADA improvements. The project area is located along 2nd Street between Walker Lane and Fox Road. Projects costs include design and engineering.</p> <p>National Objective: LMA Matrix Code: 03K Presumed Benefit: No Objective: Address the need for infrastructure improvements in the low income residential area of Hughson Performance Outcomes: Number of households with access to infrastructure improvements: 50 Number of residents impacted by infrastructure improvement:140</p>
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	140 Individuals/ 50 Households
	Location Description	7018 Pine Street, Hughson, CA 95326
	Planned Activities	Infrastructure Improvements.
11.	Project Name	City of Newman- CDBG Project Administration FY 18-19
	Target Area	Newman
	Goals Supported	Improve Infrastructure in low-income neighborhoods Fair Housing and Tenant/Landlord Services Access to public services for low-income households
	Needs Addressed	Public Infrastructure Improvement Affordable Housing Economic Development Public Services Homeless Services
	Funding	CDBG: \$16,544
	Description	This expenditure costs associated with management, oversight, and

		coordination of the related CDBG funded projects. National Objective: N/A Matrix Code: 21A
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	1162 Main Street, Newman, CA 95360
	Planned Activities	Administration of CDBG projects for FY 2018-2019
12.	Project Name	City of Newman- Klehn Park Area Improvement Project FY 18-19
	Target Area	Newman
	Goals Supported	Improve Infrastructure in low-income neighborhoods
	Needs Addressed	Public Infrastructure Improvement
	Funding	CDBG:\$100,000
	Description	This project is to improve safety conditions and make ADA improvements with the community park, including replacement of play equipment, increased amenities and increased accessibility for the disabled, elderly and general public. Project costs include design and engineering National Objective: LMA Matrix Code: 03F Presumed Benefit: No Objective: Address the need for infrastructure improvements in the low income residential area of Newman Performance Outcomes: Number of households with access to infrastructure improvements: 220 Number of residents impacted by infrastructure improvement:602
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	602 Individuals/220 Households
	Location Description	1162 Main Street, Newman, CA 95360
	Planned Activities	Infrastructure Improvements
13.	Project Name	City of Newman- Steffensen/Sunshine Park Area Improvement Project FY 18-19
	Target Area	Newman
	Goals Supported	Improve Infrastructure in low-income neighborhoods
	Needs Addressed	Public Infrastructure Improvement
	Funding	CDBG:\$51,357
	Description	This project is to improve safety conditions and make ADA improvements with the community park, including replacement of

		play equipment, increased amenities and increased accessibility for the disabled, elderly and general public. Project costs include design and engineering National Objective: LMA Matrix Code: 03F Presumed Benefit: No Objective: Address the need for infrastructure improvements in the low income residential area of Newman Performance Outcomes: Number of households with access to infrastructure improvements: 200 Number of residents impacted by infrastructure improvement:510
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from proposed activities	510 Individuals/ 200 Households
	Location Description	1162 Main Street, Newman, CA 95360
	Planned Activities	Infrastructure Improvements
14.	Project Name	City of Oakdale- CDBG Project AdministrationFY 18-19
	Target Area	Oakdale
	Goals Supported	Improve Infrastructure in low-income neighborhoods Fair Housing and Tenant/Landlord Services Access to public services for low-income households
	Needs Addressed	Public Infrastructure Improvement Affordable Housing Economic Development Public Services Homeless Services
	Funding	CDBG: \$16,544
	Description	This expenditure costs associated with management, oversight, and coordination of the related CDBG funded projects. National Objective: N/A Matrix Code: 21A
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	280 N. 3 rd Avenue, Oakdale, CA 95361
	Planned Activities	Administration of CDBG projects for FY 2018-2019
15.	Project Name	City of Oakdale- Wood Basin Area Storm Drain Improvements Project FY-18-19
	Target Area	Oakdale

	Goals Supported	Improve Infrastructure in low-income neighborhoods
	Needs Addressed	Public Infrastructure Improvement
	Funding	CDBG: \$167,003
	Description	The project will provide improved flood control measures for the area west of H Street, West I Street, South Wood Street, Wanda Way and Hinkley Avenue. Project costs include design and engineering. National Objective: LMA Matrix Code: 03I Presumed Benefit: No Objective: Address the need for infrastructure improvements in the low income residential area of Oakdale Performance Outcomes: Number of households with access to infrastructure improvements: 1,950 Number of residents impacted by infrastructure improvement:650
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	1,950 Individuals/650 Households
	Location Description	280 N. 3 rd Street, Oakdale, CA 95361
	Planned Activities	Infrastructure Improvements
16.	Project Name	City of Patterson- CDBG Project Administration FY 18-19
	Target Area	Patterson
	Goals Supported	Improve Infrastructure in low-income neighborhoods Fair Housing and Tenant/Landlord Services Access to public services for low-income households
	Needs Addressed	Public Infrastructure Improvement Affordable Housing Economic Development Public Services Homeless Services
	Funding	CDBG: \$16,544
	Description	This expenditure costs associated with management, oversight, and coordination of the related CDBG funded projects. National Objective: N/A Matrix Code: 21A
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	1 Plaza, Patterson, CA 95363
	Planned Activities	Administration of CDBG projects for FY 2018-2019

17.	Project Name	City of Patterson- C and D Street Infrastructure Project FY 18-19
	Target Area	Patterson
	Goals Supported	Improve Infrastructure in low-income neighborhoods
	Needs Addressed	Public Infrastructure Improvement
	Funding	CDBG: \$151,189
	Description	This project includes the installation of curb, gutter, sidewalk and ADA improvements. Projects costs include design and engineering. National Objective: LMA Matrix Code: 03I Presumed Benefit: No Objective: Address the need for infrastructure improvements in the low income residential area of Patterson Performance Outcomes: Number of households with access to infrastructure improvements:65 Number of residents impacted by infrastructure improvement:225
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	225 Individuals/ 65 Households
	Location Description	1 Plaza, Patterson, CA 95363
	Planned Activities	Infrastructure Improvements
18.	Project Name	City of Waterford- CDBG Project Administration FY 18-19
	Target Area	Waterford
	Goals Supported	Improve Infrastructure in low-income neighborhoods Fair Housing and Tenant/Landlord Services Access to public services for low-income households
	Needs Addressed	Public Infrastructure Improvement Affordable Housing Economic Development Public Services Homeless Services
	Funding	CDBG: \$16,544
	Description	This expenditure costs associated with management, oversight, and coordination of the related CDBG funded projects. National Objective: N/A Matrix Code: 21A
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	101 E Street, Waterford, CA 95386

	Planned Activities	Administration of CDBG projects for FY 2018-2019
19.	Project Name	City of Waterford- Main Street Infrastructure Project FY 18-19
	Target Area	Waterford
	Goals Supported	Improve Infrastructure in low-income neighborhoods
	Needs Addressed	Public Infrastructure Improvement
	Funding	CDBG: \$100,000
	Description	The project includes curb, gutter, and ADA ramps on the north side of Main Street between H Street and I Street. Project costs include design and engineering. National Objective: LMA Matrix Code: 03I Presumed Benefit: No Objective: Address the need for infrastructure improvements in the low income residential area of Waterford Performance Outcomes: Number of households with access to infrastructure improvements:30 Number of residents impacted by infrastructure improvement:90
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	90 Individuals/ 30 Households
	Location Description	101 E Street, Waterford, CA 95386
	Planned Activities	Infrastructure Improvements
20.	Project Name	City of Waterford- Washington Road Infrastructure Improvements Project FY 18-19
	Target Area	Waterford
	Goals Supported	Improve Infrastructure in low-income neighborhoods
	Needs Addressed	Public Infrastructure Improvement
	Funding	CDBG: \$38,806
	Description	This project includes curb, gutter, sidewalk and ADA ramps along Washington Road between S. Pasadena Avenue and S. Reinway Avenue. Project costs include design and engineering. National Objective: LMA Matrix Code: 03I Presumed Benefit: No Objective: Address the need for infrastructure improvements in the low income residential area of Waterford Performance Outcomes: Number of households with access to infrastructure improvements:85 Number of residents impacted by infrastructure improvement:300
	Target Date	6/30/2020

	Estimate the number and type of families that will benefit from the proposed activities	300 Individuals/ 85 Households
	Location Description	101 E Street, Waterford, CA 95386
	Planned Activities	Infrastructure Improvements
21.	Project Name	Court Appointed Special Advocates (CASA) of Stanislaus County- Direct Services Program FY 18-19 CDBG-PSG
	Target Area	Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and Unincorporated Stanislaus County
	Goals Supported	Access to public services for low income household
	Needs Addressed	Public Services
	Funding	CDBG: \$20,000
	Description	<p>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 recommendation on the child's behalf directly to the judge who makes all orders regarding the case. For many abused children their CASA advocate will be the one constant adult presence in their lives.</p> <p>National Objective: LMC Matrix Code: 03D Presumed Benefit: No Objective: Provide case management, advocacy and legal assistance to youth in the foster care system. Performance Outcomes: Number of dependent youth provided coordinated case management: 20</p>
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	20 youth individuals
	Location Description	800 11 th Street, #4 Modesto, CA 95354
	Planned Activities	Case Management
22.	Project Name	Center for Human Services (CHS)- Oakdale Family Resource Center FY 18-19 CDBG-PSG
	Target Area	Oakdale and surrounding Unincorporated Stanislaus County
	Goals Supported	Access to public services for low income households
	Needs Addressed	Public Services
	Funding	CDBG: \$20,000
	Description	CHS will assist residents and families from Oakdale, Valley Home and Knights Ferry and the surrounding area who need assistance with utility bills, food, clothing, emergency shelter and mental health or

		<p>alcohol and drug counseling services through their Crisis Support Program at the Oakdale Family Resource Center (FRC). A Family Advocate will provide strength-based assessments, an empowerment plan with goals, resource and referrals and other needed services.</p> <p>National Objective: LMC Matrix Code: 05 Presumed Benefit: No Objective: Provide case management, utility assistance and support services to low income households. Performance Outcomes: Number of residents that receive case management and support services: 50</p>
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	50 Individuals/17 Households
	Location Description	631 West F Street, Oakdale, CA 95361
	Planned Activities	Case Management, Utility Assistance, basic financial literacy, food assistance and emergency housing assistance.
23.	Project Name	Center for Human Services (CHS)- Westside Family Resource Center FY 18-19 CDBG-PSG
	Target Area	Newman, Patterson and surrounding Unincorporated Stanislaus County
	Goals Supported	Access to public services for low income households
	Needs Addressed	Public Services
	Funding	CDBG:\$20,000
	Description	<p>The Westside Family Resource Center will provide case management and crisis intervention, utility assistance, emergency food assistance and resource and referral services for low-income families in need residing on the west side of the County. Families and individuals that are in need of utility assistance must work with a case manager to complete a three session Budget and Financial Planning Training in order to receive the utility assistance. Families and individuals in need of emergency food receive a one-time emergency food bag and would be referred to our nutrition classes to help address any future emergency food needs. CHS will work with community partners on the Westside to maximize the number and depth of resources provided to the homeless or low- income residents seeking services and support.</p> <p>National Objective: LMC Matrix Code: 05 Presumed Benefit: No Objective: Provide case management, utility assistance and support services to low income households. Performance Outcomes:</p>

		Number of residents that receive case management and support services: 40
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	40 Individuals/ 15 Households
	Location Description	118 N. 2 nd Street, Suite D, Patterson, CA 95363
	Planned Activities	Case Management, Utility Assistance, basic financial literacy, food assistance and emergency housing assistance.
24.	Project Name	Children's Crisis Center- Guardian House FY 18-19 CDBG-PSG
	Target Area	Oakdale and surrounding Unincorporated Stanislaus County
	Goals Supported	Access to public services for low income households
	Needs Addressed	Public Services
	Funding	CDBG: \$19,999.92
	Description	<p>This project will provide emergency child care, meals, crisis intervention and support services to a disadvantaged population of high-risk infants, toddlers and school-age children living in Oakdale, Valley Home, Hughson, Empire, Hickman and Waterford. The projects will deliver specialized care to an impoverished population of children growing up within families experiencing abuse, domestic violence, and or homelessness. These children will be members of families living in very-low, low and moderate income households enduring various social and economic challenges.</p> <p>National Objective: LMC Matrix Code: 05N Presumed Benefit: No Objective: Provide essential support services to low and moderate income children at risk of abuse, neglect, homelessness by providing childcare shelter and meals. Performance Outcomes: Number of residents that receive case management and support services: 85</p>
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	85 Individuals/23 Households
	Location Description	Confidential due to nature of activity
	Planned Activities	Case Management, Emergency Child Care, Shelter and Supportive Services
25.	Project Name	Children's Crisis Center- Marsha's Shelter Program FY 18-19 CDBG-PSG
	Target Area	Ceres, Patterson and surrounding Unincorporated Stanislaus County

	Goals Supported	Access to public services for low income households
	Needs Addressed	Public Services
	Funding	CDBG: \$19,999.92
	Description	<p>This project will provide shelter, emergency care meals, crisis intervention and homeless supportive services to high-risk infants and toddlers ages birth -3 years living in Ceres, Empire, Grayson, Patterson, Salida, Westley and incorporated Modesto. This project will deliver specialized shelter to this population of children growing up with families experiencing poverty, domestic violence, abuse and or homelessness.</p> <p>National Objective: LMC Matrix Code: 05N Presumed Benefit: No Objective: Provide essential support services to low and moderate income children at risk of abuse, neglect, homelessness by providing childcare shelter and meals. Performance Outcomes: Number of residents that receive case management and support services: 105</p>
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	105 Individuals/30 Households
	Location Description	Confidential due to nature of activity
	Planned Activities	Case Management, Emergency Child Care, Shelter and Supportive Services
26.	Project Name	Children’s Crisis Center- Verda’s Children Shelter FY 18-19 CDBG-PSG
	Target Area	Newman, Patterson and surrounding Unincorporated Stanislaus County
	Goals Supported	Access to public services for low income households
	Needs Addressed	Public Services
	Funding	CDBG: \$19,999.92
	Description	<p>This program will provide shelter, emergency care, meals, crisis intervention and homeless support services to an impoverished population of high-risk infants, toddlers and school-age children ages birth to 17, living in the incorporated areas of Turlock, Newman, Patterson, Hughson, Hickman and Waterford.</p> <p>National Objective: LMC Matrix Code: 05N Presumed Benefit: No Objective: Provide essential support services to low and moderate income children at risk of abuse, neglect, homelessness by providing childcare shelter and meals. Performance Outcomes: Number of residents that receive case management and support</p>

		services: 85
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	85 Individuals/20 Households
	Location Description	Confidential due to nature of activity
	Planned Activities	Case Management, Emergency Child Care, Shelter and Supportive Services
27.	Project Name	Disability Resource Agency for Independent Living- Assistive Technology Program FY 18-19 CDBG-PSG
	Target Area	Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and surrounding Unincorporated Stanislaus County
	Goals Supported	Access to public services for low income households
	Needs Addressed	Public Services
	Funding	CDBG: \$20,000
	Description	The Disability Resource Agency for Independent Living (DRAIL) will provide case management, assistance obtaining necessary devices to maintain or obtain their independent living and resource and referral services for very- low, low-income and moderate individuals. National Objective: LMC Matrix Code: 05 Presumed Benefit: No Objective: Provide case management and support services to low income individuals. Performance Outcomes: Number of residents that receive case management and support services: 25
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	25 Individuals/25 Households
	Location Description	920 12 th Street Modesto, CA 95354
	Planned Activities	Case Management and Supportive Services
28.	Project Name	Family Promise- Renter Restoration Program FY 18-19 CDBG-PSG
	Target Area	Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and surrounding Unincorporated Stanislaus County
	Goals Supported	Access to public services for low income households
	Needs Addressed	Public Services
	Funding	CDBG: \$20,000
	Description	This program will provide housing support services to help homeless and low income families overcome barriers to obtain rental housing, emergency shelter, utility assistance and rental assistance.

		National Objective: LMC Matrix Code: 05 Presumed Benefit: No Objective: Provide case management, emergency shelter, utility assistance, rental assistance and support services to low income individuals. Performance Outcomes: Number of residents that receive case management and support services: 20
	Target Date	6/19/2019
	Estimate the number and type of families that will benefit from the proposed activities	20 Individuals/5 Households
	Location Description	2301 Woodland Avenue #8, Modesto, CA 95358
	Planned Activities	Case Management, Emergency Shelter, Utility Assistance and Rental Assistance
29.	Project Name	Parent Resource Center- Families First and More FY 18-19 CDBG-PSG
	Target Area	Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and surrounding Unincorporated Stanislaus County
	Goals Supported	Access to public services for low income households
	Needs Addressed	Public Services
	Funding	CDBG: \$20,000
	Description	This program will provide a 12 week co-ed parenting program in Spanish. The program objectives are life skills such as household budgeting, increased knowledge of nurturing parenting skills. Child care during class time will be provided on-site. National Objective: LMC Matrix Code: 05 Presumed Benefit: No Objective: Provide case management and support services to low income households. Performance Outcomes: Number of residents that receive case management and support services: 30
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	30 Individuals/ 12 Households
	Location Description	811 5 th Street, Modesto, CA 95351
	Planned Activities	Case Management and Supportive Services
30.	Project Name	The Salvation Army Red Shield- At Risk Teen Program FY 18-19 CDBG-PSG
	Target Area	Unincorporated Stanislaus County

	Goals Supported	Access to public services for low income households
	Needs Addressed	Public Services
	Funding	CDBG: \$19,981
	Description	<p>This program will provide teens a safe place to go after school and provide mentoring and recreational activities. Hours of operation for the program are Monday through Thursday from 2:30pm until 6:30pm and on Friday until 9:00pm. Monday through Thursday the program will provide space for teens to do homework, use the computer lab and receive mentoring. Friday afternoon the focus will be on special recreational activities for the participating teens.</p> <p>National Objective: LMC Matrix Code: 05D Presumed Benefit: No Objective: Provide after school recreational youth activities for low income youth in south Modesto and the surrounding unincorporated area. Performance Outcomes: Number of residents that receive case management and support services: 125</p>
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	125 Youth
	Location Description	1649 Las Vegas Street, Modesto, CA 95358
	Planned Activities	Youth Services
31.	Project Name	The Salvation Army Red Shield- After School Homework Center FY 18-19 CDBG-PSG
	Target Area	Unincorporated Stanislaus County
	Goals Supported	Access to public services for low income households
	Needs Addressed	Public Services
	Funding	CDBG: \$20,000
	Description	<p>The agency will be operating a tutoring program to help children in south Modesto and the surrounding unincorporated area with their educational needs. Children will be divided into 3 groups by grade level with an additional group for Spanish Speakers. There is a tutor assigned to each grade level group and he/she assists each student. In the case where no homework is given, the children will work on level appropriate packets of work that has been prepared by the tutoring coordinator. A computer program is also available after tutoring that allowed each child to learn typing skills and information literacy. The children are also provided a small snack prior to tutoring and a meal after the computer program is complete.</p> <p>National Objective: LMC Matrix Code: 05D Presumed Benefit: No</p>

		Objective: Provide after school tutoring to low income youth in south Modesto and the surrounding unincorporated area. Performance Outcomes: Number of residents that receive case management and support services: 100
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	100 Youth
	Location Description	1649 Las Vegas Street, Modesto, CA 95358
	Planned Activities	Youth Services
32.	Project Name	Center for Human Services – Ceres Partnership for Healthy Children FY 18-19 (CDBG-PSG)
	Target Area	Ceres and Unincorporated Areas
	Goals Supported	Access to public services for low-income household
	Needs Addressed	Public Services
	Funding	CDBG: \$19,072.24
	Description	CHS in partnership with Ceres Partnership for Healthy Children (CPHC) will provide emergency assistance (food, utility assistance, transportation) to low-income families from the Ceres area through their Concrete Support in Times of Need Program. The agency provides case management services to families referred from the local school districts, law enforcement, Community Services Agency, local businesses or self-referred. Families will receive a Family Development Assessment to determine need and to help with future family goal planning. Families that are in need of emergency assistance would work with a Family Advocate to access other programs such as housing assistance, Ca-Fresh, Temporary Assistance for Needy Families, Women, Infants and Children (WIC) Food and Nutrition Services Program and other community programs.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	90 Individuals/30 Households
	Location Description	1317 Grandview Avenue, Ceres, CA 95307
	Planned Activities	Case Management, Financial Literacy, Utility Assistance and Food Assistance.
33.	Project Name	Stanislaus County ESG Program FY 2018-2019
	Target Area	Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and surrounding Unincorporated Stanislaus County
	Goals Supported	Shelter for Homeless Person Rapid Re-Housing for Homeless Persons

	Homeless Prevention Homeless Services Data Collection
Needs Addressed	Homeless Services
Funding	ESG: \$195,964
Description	The following are the proposed ESG funding recommendations programs for FY 2018-2019: Community Housing and Shelter Services- Homeless Prevention: \$46,600 Community Housing and Shelter Services- HMIS Data Support: \$14,500 Family Promise- Shelter to Solutions: \$90,166.70 We Care Program- Emergency Shelter: \$30,000 Stanislaus County ESG Administration: \$14,697.30
Target Date	6/30/2020
Estimate the number and type of families that will benefit from the proposed activities	An estimated 450 individuals will be sheltered with the assistance of federal ESG funded programs such as Family Promise and the We Care Program. Homeless Prevention Services will be provided by Community Housing and Shelter Services to approximately 20 individuals and Family Promise will provide an additional 30 individual with rental assistance.
Location Description	1010 10 th Street, Suite #3400 , Modesto, CA 95354
Planned Activities	Shelter, Homeless Services, Rental Assistance and Case Management

AP-50 GEOGRAPHIC DISTRIBUTION – 91.420, 91.220 (f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed.

Unincorporated Stanislaus County, along with the cities of Ceres, Hughson, Newman, Oakdale, Patterson and Waterford, form what is known as the “Stanislaus Urban County”. The Stanislaus Urban County as an Entitlement Jurisdiction, receive Community Development Block Grant (CDBG) and Emergency Solutions Grants (ESG) Program 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.

A requirement 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 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 geography boundary must be within the Targeted Income Group (TIG).

Approximately 10% of the Stanislaus Urban County’s CDBG entitlement allocation is designated under the CDBG “Public Services” program. The CDBG Public Services 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 improvements needs, which in turn improve the quality of life by promoting safe and healthy communities.

GEOGRAPHIC DISTRIBUTION

Rationale for the priorities for allocation investments geographically

Table 9 - Geographic Distribution

Target Area	Percentage of Funds
West Modesto	30
Ceres	13
Hughson	7
Newman	8
Oakdale	9
Patterson	8
Waterford	7
Unincorporated Stanislaus County	18

For the development of the AAP, the participating Stanislaus Urban County members used population information derived from the U.S. Census regarding median household income. 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 improvements, economic development, public services, and fair housing. Some programs are funded collectively for the benefit of the entire Stanislaus Urban County, such as homeless and 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 allocation.

The descriptions below are the areas in the Stanislaus Urban County that may be eligible for funding through the current Con Plan period:

City of Ceres- is located along State Route 99, south of Modesto and north of Turlock and has a population of 45,417. According to the 2010 Census the city has a median household income of \$47,510. Average household size of 3.55, high Hispanic minority concentration of 66%, vacancy rate of 5% and 34% of the households are renters.

City of Hughson - is located to the east of Ceres, to the north of Turlock, and to the southeast of Modesto and has a population of 6,581. The city has an average household size of 2.99, median household income of \$49,141, a high Hispanic minority concentration of 46%, a total of 40% of renter households and vacancy of 1%.

City of Oakdale - is located in the east-central portion of the Central Valley, adjacent to the foothills of the Sierra Nevada and California State Routes 108 and 120 intersect in the city. The city has a population of 20,675, average household size of 2.81 and a median household income of \$55,656, a total of 38% of the households in the city are renters and vacancy rate of 7%.

City of Patterson - is located off Interstate 5 and is about 27 miles east of the city of Tracy. According to 2010 Census the city has a population of 20,113, an average household of 3.58, a median household income of \$56,976, high Hispanic minority concentration of 55%. The city has 28% renter households and vacancy rate of 12%.

City of Newman - is located on California State Route 33 between the communities of Gustine and Crows Landing. Interstate 5 is located a few miles to the west of the city. The city has a population of 10,229, an average household size of 3.22, median income of \$47,018, 36% renter households and vacancy rate of 7%.

City of Waterford - is located on California State Route 132 between the community of Hickman and the City of Oakdale. It is the 8th largest city in Stanislaus County with a population of 8,432. According to the 2010 Census the city has an average household of 3.6, a median household income of \$56,288, 29% renter households and vacancy rate of 5%.

Salida - is an unincorporated community with a population of 14,357. The community of Salida has a Hispanic minority concentration of 43%, according to the 2010 Census. The median household income is \$69,635, which is reflective of the concentration of commuters within the community. This community consists of 24% renter, with a vacancy rate of 6% and average household size of 3.48.

Westley - is an unincorporated community, located along Highway 33, north of the City of Patterson, , with a small distinct commercial corridor along Highway 33. The community has a median household income of \$32,045, a Hispanic minority concentration of 93%, a population of 1,019, an average household size of 4.5, 85% renter households, and vacancy rate of 9%.

Grayson - is an unincorporated community with a population of 1,371 located adjacent to the San Joaquin River. This area has water and sewer services, a high Hispanic minority concentration of 79%, a median household income of \$38,429, an average household size of 3.95, 32% of households are renters and the vacancy rate of 11%.

West Modesto - is an irregularly shaped unincorporated pocket area adjacent to Modesto that lack public infrastructure. The area has a population of 6,337, a high Hispanic minority concentration of 61%, a median household income of \$30,815, an average household size of 3.65, renters make up 47% of the households and the vacancy rate is 7%.

Airport Neighborhood - is an unincorporated pocket area adjacent to Modesto with a population of 1,493. The median household income in this area is \$19,667, a high Hispanic minority concentration of 62%, average household size of 3.0, 43% of the households are renters and the vacancy rate is 23%.

South 7th and 9th Street - these are unincorporated pocket areas located between Modesto and Ceres. There is a high Hispanic minority concentration of 46% in these areas, an average household size of 3.25, median household income of \$32,500, and 42% of the households are renters.

Empire - is an unincorporated community east of Modesto along Highway 132. This community has an average household size of 3.1, a median household income of \$30,321, a population of 4,000, and a high Hispanic minority concentration of 55%. In this community 42% of householders are renters and the vacancy rate is 7%.

Denair - is an unincorporated community east of Turlock. This community has an average household size of 2.98, median household income of \$64,241, population of 4,751, a Hispanic concentration of 36%, and 18% of households are renters.

Keyes - is an unincorporated community between Ceres and Turlock. The community has a minority concentration of 54% Hispanics, population of 6,301, an average household size of 3.44, median household income of \$31,734, 33% of the households are renters, and the vacancy rate is 3%.

Monterey Park - is a small rural unincorporated area developed prior to WWII. The median household income for this area is \$33,826 population of 526, 22% of the households are renters and a high minority concentration in this area is 49% African-American.

Cowan Tract - is a rural unincorporated area comprised of mostly one acre lots developed with mobile/manufactured homes in lieu of traditional stick built frame house. The area has a median household income of \$29,100, high minority concentrations of 45% Hispanic, a African-American concentration of 27%, and 49% of the households are renters.

Crows Landing - is an unincorporated community located between Newman and Patterson on the west side of Highway 33. The median household income is \$20,250, 39% of the households are renters, vacancy rate of 11%, average household size of 2.93, and a high Hispanic minority concentration of 69%.

AP-65 HOMELESS AND OTHER SPECIAL NEEDS ACTIVITIES – 91.420, 91.220 (i)

INTRODUCTION

In March 2017, the Stanislaus Housing and Supportive Services Collaborative, the local CoC was restructured and renamed the Stanislaus Community System of Care (CSoC). The new locally recognized CoC's membership elected a new Board and sub-committees. The CoC Board is comprised of representatives from homeless advocates, community members, and service providers; as well as public and private sector agencies in the County. The CoC Board meets on a monthly basis to identify gaps and needs in homeless services and to pursue an overall systematic approach to address homelessness. There are public meetings in which the community of providers and stakeholders are welcome to attend and provide comment. The Stanislaus Urban County is represented on the CoC Board by the Director of Planning and Community Development. Through regular attendance and participation in the CoC meetings, the Stanislaus Urban County consults with the CoC to develop cooperative plans and strategies to leverage resources to provide emergency shelter and rapid re-housing services, and is informed of changes in local goals, objectives and performance measures.

The recognition of homelessness as a social and economic issue is uniting service providers, businesses and the public and private sectors in achieving compliance with the HEARTH Act, adopting best

practices to end chronic homelessness, and improving the system to rapidly re-house individuals and families. In Fiscal Year 2018-2019 the CoC will become HEARTH act compliant by creating a new governance structure, creating and instituting a coordinate assessment tool, reporting results, and aligning itself with the national efforts of the United States Interagency Council on the Homeless (USICH) 2010 plan, Opening Doors: Federal Strategic Plan to Prevent and End Homelessness.

This plan is focused on four key goals:

1. Finish the job of ending chronic homelessness in five years;
2. Prevent and end homelessness among Veterans in five years;
3. Prevent and end homelessness for families, youth and children in ten years;
4. Set a path to ending all types of homelessness.

To develop the Stanislaus Urban County's homeless funding priorities, the current condition of homelessness in the Nation and the County was examined by pulling from the 2016 and 2017 Point-in Time (PIT) count, the CoC's 2016 Exhibit 1, the Stanislaus Urban County's Fiscal Years 2015-2020 Con Plan, and the United States Interagency Council in 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 the Fiscal Year 2015-2020 Con Plan, identified homeless services as a high priority and homeless prevention activities as a medium priority. Eligible activities allowed under the homeless funds that the Stanislaus Urban County receives (ESG & CDBG Public Services) were then compared to existing services available to homeless and at-risk persons. A goal of the Stanislaus Urban County's Homeless Strategy is to increase housing stability and decrease incidents of homelessness in the County by targeting funds to the population most in need. The ESG Program provides both emergency shelter and rental assistance to help stably house homeless households, with and without children, and long-term homeless adults. ESG sub-grantees will assess individual clients' needs and will evaluate their potential for success in the appropriate program. If they are not able to offer the needed service, then clients will be referred to the appropriate resource.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including:

As noted, one of the Con Plan goals is to "Provide housing and services to special needs populations." These actions include the allocation of Fiscal Year 2018-2019 ESG to assist homeless individuals and households via the Community Housing and Shelter Services, Family Promise of Greater Modesto, and the We Care Program-Turlock for shelter, homeless prevention, rapid re-housing and HMIS activities. An additional \$217,684 in CDBG funds specifically for public services have also been allocated to non-profits service providers to address the needs of moderate and below income eligible residents of the Stanislaus Urban County.

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

In addition to the one-year goals specified in the AP-20, Goals #5-8, the Stanislaus Urban County continues to participate as a member in the CoC, to assist in the identification of gaps in services and needs while participating in activities such as the Homeless Point in Time (PIT) count.

Addressing the emergency shelter and transitional housing needs of homeless person

The path to obtain and maintain permanent housing has many steps. The first of these steps often involves providing for the immediate basic needs of persons experiencing homelessness, such as food and shelter. In order to continue in the stabilization of shelter clients, transitional housing and supportive services are made available through several non-profit agencies in the community. The Stanislaus Urban County's Homeless Strategy places a high priority on utilizing homeless funds to assist emergency and transitional shelters. Approximately 45% of the Fiscal Year 2018-2019 ESG award (not including CA-ESG) will fund programs that provide emergency shelter (both seasonal and year-round).

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Agencies that are funded through the County's ESG program are required to participate in the planning and development of the County's Coordinated Entry System (CES). County ESG sub-grantees must participate in the client referral system as long as it does not place a financial burden on the agency and compromise their other funding sources. Some of the larger agencies within the County that provide resources for homeless individuals and families include: We Care Program-Turlock, Family Promise of Greater Modesto, The Salvation Army, Children's Crisis Center, HOST House and the Modesto Gospel Mission. Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families and unaccompanied youth) make the transition to permanent housing and independent living is an overall goal of the CoC. The County works with the CoC to work towards this goal by funding programs with ESG funds that aim to shorten the period of time that individuals and families experience homelessness, facilitate access for homeless individuals and families to affordable housing units, and prevent individuals and families who were recently homeless from becoming homeless again.

The Stanislaus Urban County's Homeless Strategy also places a high priority on providing rental assistance, housing relocation and stabilization services to persons and households experiencing homelessness. Approximately 40% of the Fiscal Year 2018-2019 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. In addition, a minimum 40% of the state CA-ESG funds are required to be allocated for rapid re-housing activities. The program utilized 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. The Continuum of Care's overall strategy is to provide homeless households with housing quickly and with supportive services that are of greatest need to support stable housing. Other needs the households may have are addressed through referrals to existing mainstream resources available in the community. Permanent housing destinations generally include an apartment or house, permanent supportive housing, or living permanently with friends or family. A return to homelessness is indicated by a new entry in a homeless residential program (i.e. emergency

shelter, transitional housing, or rapid re-housing) in HMIS within 365 days after exiting to permanent housing.

Ending the cycle of homelessness requires a combination of rental assistance, homeless prevention, rapid re-housing, and permanent supportive housing programs along with long-range homeless reduction strategies. Long-term strategies include but are not limited to the following:

- Increasing inventory of permanent supportive housing for homeless households through the development of affordable housing.
- Aligning CoC strategies with the “Opening Doors” Federal Strategic Plan to Prevent and End Homelessness and HEARTH data-driven strategies to shorten lengths of stay, rapidly re-house as many homeless persons as possible, and prevent persons from becoming homeless.
- Aligning CoC strategies with the Stanislaus County Focus on Prevention efforts, specially their effort to reduce the incidents of homelessness through cross-sector community collaboration.
- Improvements in data collection and coordinated assessment between serve providers to assist in targeting funding to services proves to be most effective in moving individuals and households out of homelessness.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Based on the results of the NOFA released in November 2017, four programs are recommended for ESG funding that will provide shelter, rapid re-housing, homeless prevention and HMIS data support for the Fiscal Year 2018-2019. Family Promise of Greater Modesto and We Care Program-Turlock will be providing shelter year round and case management to their clients. Community Housing and Shelter Services, Family Promise of Greater Modesto and We Care Program-Turlock will provide households with security and utility deposits and short or medium term rental assistance. Clients receive case management targeted to gaining employment and budgeting and financial competency. These service providers will assist families and individuals in short-term and transitional housing programs move to permanent housing. The goals of the programs include addressing the barriers that prevent households from leaving transitional housing programs and helping clients to move quickly from homelessness to self-sufficient and independent living.

The State has policies in place that require health care facilities to participate in regional planning meetings and develop a specific document to identify best practices for the post hospital transition of homeless patients, methods to establish and support effective communications between hospitals and stakeholders regarding this transition and the identification of resources. Local health care facilities have specific protocol in place requiring a safe discharge for all patients. In 2008, the County’s Public Health Agency reestablished the task force to review the current protocol in place and address any gaps in services necessary to ensure successful discharge planning services. Currently in place there are discharge planning social workers on staff at the hospitals who work with service providers to locate appropriate housing that could include HUD McKinney-Vento funded emergency shelters, transitional or permanent housing units and prevent the release of patients to the streets.

For adults recently released from custody, the County addresses housing issues through the Day Reporting Center (DRC). The Sheriff's Department conducts Probation Orientation meetings at the DRC in which several programs have participated in the past including Solidarity, Teen Life Challenge, and Modesto Gospel Mission. As a result of the CoC's coordination with the Probation Department and the Sheriff's Office a diversion program was started in 2016. The diversion program helps homeless who would otherwise be jailed for minor crimes stay at the Salvation Army shelter facility, where they receive overnight shelter and case management services. The County has transitional living procedures in place for juveniles exiting foster care to address youth in placement where the long term plan is emancipation. These procedures are required by both the State and Federal governments. The County develops a 90 day transition plan that includes a housing component. A lead officer received a list of those eligible minors from the case officers and works with the case officer, minor, family, and any services providers to develop the plan prior to the minor's last status review (usually at 18 years old). A status review is a court hearing to review the minor's status in placement. The plans are submitted to the court and all involved parties, including the minor.

DISCUSSION

Through contracted services with Behavioral Health and Recovery Services, Telecare Stanislaus Homeless Outreach Program (SHOP) provides treatment and discharge planning to adults with mental illness and/or chemical addiction. Extensive policies are in place to ensure that patients and mentally ill inmates are not discharged into settings such as shelters, the streets, hotel or motels. Discharge planning is multi-disciplinary and starts upon admission to a facility, with SHOP case managers working with a team including the patient, family, guardians and agencies to develop a plan for housing, medication, vocational, social and educational needs follow up, support services and life activities. Discharge planning includes supportive or protective housing if the patient is incapable of independent living. Agencies receive diagnosis, medication, and other pertinent information to assist with follow up services. Appropriate discharge setting includes nursing homes, basic care facilities, adult foster care, and independent living which are not funded through HUD McKenny-Vento resources. SHOP assists individuals in completing applications for housing and mainstream resources such as Social Security prior to the patients discharge.

AP-75 ACTION PLAN BARRIERS TO AFFORDABLE HOUSING – 91.420, 91.220 (j)

INTRODUCTION

The Stanislaus Urban County works with the City of Turlock, who is the lead agency for the City of Turlock/Stanislaus County HOME Consortium in efforts to provide affordable housing opportunities. One of the main barriers to affordable housing, both rental and homeownership, has been the supply of affordable housing units. For residents that are renting, the rents in the area have increased and made it difficult for renters to move or new renters to find housing units. In the area of homeownership, many residents are out-priced and cannot afford to purchase the homes that are available. The County has received funds from HUD and the California Department of Housing and Community Development to assist residents in the search for affordable rental units, but the challenges remain in obtaining a housing unit that is safe, decent, available, and affordable.

Actions planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning

ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Potential constraints to housing development vary by area throughout the Stanislaus Urban County, but generally include infrastructure, residential development fees, land use controls, development standards, development and building permit application processing times, and resource preservation. Barriers to housing also include personal barriers such as poor credit history, involvement with the law, limited knowledge about tenants' rights and the complaints process.

Development Process: To expedite project facilitation and provide internal support to project applicants, the Stanislaus Urban County will continue to undertake efforts to build relationships between the Stanislaus Urban County and the development community to provide input into delivery of development services, costs of services, construction standards, development impact fees, and other development services policy areas.

Fee Structure: The Stanislaus Urban County will continue to review its fee systems as a means of reducing the cost of housing development. The Stanislaus Urban County members recognize that fees can affect the cost of construction of affordable housing in the community.

Subdivision Improvement Standards and Zoning Ordinance: The Stanislaus Urban County will review and provide input to modify Subdivision Improvements Standards, where reasonable and appropriate, to provide cost savings in the development of residential units while continuing to ensure the public health, safety, and welfare of residents.

Affordable Housing: The Stanislaus Urban County will continue to recognize assign priority to educating the residents of Stanislaus County and member cities regarding the importance of providing affordable housing to support job growth. This will be done through public education, public participation, and fair housing information.

Rental Housing: The Urban County will analyze implementation of incentive programs such as a Mortgage Revenue Bond Program or other programs for both owner-occupied and rental properties.

Land Costs, Construction, and Financing: These factors represent a significant constraint to residential development; Developers of affordable housing face challenges in securing financing. Due to the limited possible return from rents or sales of affordable units. Many private lenders are concerned with the financial returns for these types of projects; as a result, additional financing and subsidy from state and federal funding sources are necessary. The Stanislaus Urban County will pursue, where appropriate, state and federal funding and/or subsidies to address land and construction costs.

Non-Governmental Constraints: Housing purchase prices, financing costs, cost of land and improvements, construction costs, property taxes, profit, and rent rates continue to be the biggest constraints to housing access for households with lower and moderate incomes.

The Stanislaus Urban County and its member cities will continue to monitor these non-governmental constraints and where possible, undertake efforts that can address these constraints and their effect on the provision of affordable housing.

DISCUSSION

Actions or policies of governmental agencies, whether involved directly or indirectly in the housing market, can impact the ability of the development community to provide adequate housing to meet consumer demands. For example, the impact of federal monetary policies and the budgeting and funding policies of government agencies can either stimulate or depress various aspects of the housing industry.

Environmental review, and land use policies, regulations, and development standards are all extensions of local government police powers to protect life and property, minimize nuisances and achieve a desired quality of life as expressed through a participatory public process. Certain barriers to affordability are required by State Law (such as preparing and adopting a General Plan and conducting environmental review), adopted for safety or civil rights reasons (such as the imposition of seismic construction standards in quake prone areas or requiring compliance with accessibility), or are enacted to remedy or prevent a specific local issue (such as requiring landscaping to deter graffiti); however, the term “barrier” should not be interpreted in the context that local development standards and development review procedures are inhibiting the development of quality affordable housing that would otherwise be developed.

AP-85 OTHER ACTIONS – 91.420, 91.220 (k)**INTRODUCTION**

The Stanislaus Urban County, through the Consolidated Plan, targets Federal funds to residents who have traditionally not been served, or are underserved, by previous programs. Project activities funded through the Consolidated Plan are carefully designed to provide appropriate and needed services, particularly to those who may not be eligible for assistance from other sources, or are geographically isolated by lack of transportation, or lack basic amenities, particularly medical care, in their neighborhoods.

Actions planned to address obstacles to meeting underserved needs

For seniors and homebound frail elderly, the physically and developmentally disabled, victims of domestic violence, and infants and youth, funds provided through the Con Plan and AAPs often make the difference between independent living and institutionalization.

Homeless households are also commonly identified as having underserved needs. These households include individuals and families who cannot secure or maintain affordable and safe shelter and lack a fixed regular residence or reside at nighttime in an emergency shelter or institution. Numerous homeless populations like veterans, youths, seniors, and disabled individuals have specific needs that require more intense specialized attention to resolve their homelessness.

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

To address this obstacle, the Stanislaus Urban 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's Housing Rehabilitation Program assists owner-occupied households address health and safety related repairs in their homes. 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 locally recognized CoC, the Stanislaus Community System of Care (CSoC), 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 the CoC to address the needs of the community and addressing obstacles to meeting underserved needs.

Actions planned to foster and maintain affordable housing

As stated throughout the Con Plan and AAP, housing is considered a high priority. Accordingly, the Stanislaus Urban County prioritizes the use of the HOME funding it receives for the development and rehabilitation of affordable housing (including preservation and conservation) that serves low-income households and to address homelessness.

The Stanislaus Urban County relies on private non-profit organizations and for-profit developers to build and acquire, develop, and rehabilitate affordable units. The Stanislaus Urban County will continue to work closely with these entities to ensure that each year as many new affordable units are produced, or rehabilitated, as possible.

Actions planned to reduce lead-based paint hazards

The Housing Authority of the County of Stanislaus (HACS) serves as the lead agency for the identification, documentation and prevention of lead poisoning throughout Stanislaus County. The Childhood Lead Poisoning Prevention Program of Stanislaus County, administered through the HACS, becomes involved with childhood 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 to determine, if possible, the source of lead exposure. The HACS, in partnership with the Department of Environmental Resources, conducts the investigation of residences where children with elevated levels of lead residue. The Stanislaus Urban County partners with the Childhood Lead Poisoning Prevention Program to distribute information throughout the Stanislaus Urban County. 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 Programs of the Stanislaus Urban County members may participate in source eradication.

The HACS has addressed the issue of lead-based paint hazards by providing notices to landlords and tenants who participate in the Housing Choice Voucher Program, borrowers/occupants of the

Stanislaus Urban County Owner-Occupied Housing Rehabilitation Loan Program, and homebuyers who use HOME and NSP funds, warning them of the hazards of lead-based paint. Additionally, all units that are rehabilitated with NSP and HOME funds are subject to lead-based paint compliance requirements.

Actions planned to reduce the number of poverty-level families

Stanislaus Urban County has a multipronged approach to addressing the issue of reducing poverty through ensuring: an adequate, affordable, and quality housing supply; improving low-income neighborhoods; strengthening the employment skills of the community; and ensuring access to basic needs such as food and shelter.

The Stanislaus Urban County works to reduce the number of poverty-level individuals and families by targeting CDBG, HOME, and/or other funds to projects that will provide affordable housing units and related services to foster self-sufficiency. The Stanislaus Urban County does not have the resources or the capacity to increase the incomes of poverty-level persons; however, other agency programs, such as the HACS, act to reduce the housing costs for these individuals with the Housing Choice Voucher Program and public housing units, all of which serve low-income residents.

Actions planned to develop institutional structure

The Stanislaus Urban County publishes an annual Notice of Funding Availability (NOFA) of Community Development Block Grant (CDBG) and Emergency Solutions Grants (ESG) funds. The NOFA includes an announcement of a Grant Technical Workshop and timeline for the upcoming grant cycle. The NOFA is published in the local newspaper, The Modesto Bee, in English and Spanish. An e-mail is sent out to all past and current grantees and applicants that have applied in the last 5 years. The Stanislaus Urban County also announces the NOFA at the CoC meeting, distributes a reminder, and e-mails the CoC agencies a NOFA announcement.

The Stanislaus Urban County holds a Grant Technical Workshop to release the upcoming grant application and explain the grant requirements. County Staff is available via phone, in person, and by e-mail to answer questions throughout the application process.

The Stanislaus Urban County also requires sub-grantees to attend a Grantee Technical Workshop prior to receiving their agreements needing to be executed for release of funds. At the technical workshop, the policies, procedures, program regulations, requirements and obligations of the grant are explained. All sub-grantees receive the documents covered in the Grantee Technical Workshop in a hard copy and electronic copy.

Actions planned to enhance coordination between public and private housing and social service agencies

The Stanislaus Urban County benefits from a strong network of internal and external housing and community development partners. Housing and Community Development Department (HCD) funds have allowed the Stanislaus County, as the Administrative Entity for state ESG funding, in partnership with the CoC, to further assist in the goal to help the homeless in the community find shelter, housing and supportive services. The CoC has approximately 45 member agencies comprised of a broad

spectrum of the community, including providers of services, government agencies, and the private sector.

The Stanislaus Urban County relies on the non-profit service sector to provide emergency shelter and transitional and special needs housing. The Stanislaus Urban County will continue to support these organizations and their activities.

Stanislaus County, 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, 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), Great Valley Housing Corporation, Visionary Home Builders and Self-Help Enterprises. This will assure that the activities outlined in the AAP are given the fullest attention for design and implementation or construction.

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 members 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 CoC, 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.

AP-90 PROGRAM SPECIFIC REQUIREMENTS – 91.420, 91.220 (i) (1, 2, 4)

INTRODUCTION

There are three specific goals of the federal CDBG Program:

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

This AAP has been developed to assist the Stanislaus Urban County in achieving 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 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).

As identified by the Con Plan for Fiscal Years 2015-2020, priority will be given to projects in the following areas: Infrastructure, Economic Development, Housing Assistance, Housing Programs, and Public Services.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.420, 91.220 (i) (1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table of this AAP. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	\$800
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	\$800

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	90.00%

Emergency Solutions Grant (ESG)

Reference 24 CFR 91.420, 91.220 (i) (4)

1. Include written standards for providing ESG assistance (may include as attachment).

The Stanislaus Urban County adopted performance standards in line with HUD and HCD guidelines and in coordination of the CoC. These standards include: rapid re-housing clients into permanent housing within 30 days after determination of eligibility; retaining this housing for at least six months; attaining or maintaining income while in permanent housing. Agencies are strongly

encouraged to use a progressive engagement with clients to determine their financial need and receive just enough assistance to maintain housing.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

The Stanislaus Urban County is working with the Continuum of Care to further develop the coordinated entry system. The CoC is in the process of developing a coordinated assessment system as required by HUD. The CoC will work with HUD and has established a working committee to complete the development of this system to ensure compliance with the HEARTH Act.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith based organizations) will be allocated.

For Fiscal Year 2018-2019, CDBG Public Services and ESG funds were allocated based on a competitive grant cycle to which public service providers could apply for CDBG grants up to \$20,000 and categorical limits for ESG. Applicants were restricted to submitting three (3) applications per agency for CDBG public services, provided each application is a request for a different program or office. One \$25,000 Fair Housing Services Grant, to be funded by CDBG, was made available. All applicants were required to attend a Grant Technical Workshop prior to submission of an application. A panel made up of representation from the Stanislaus Urban County, the County's Chief Executive Office and the Continuum of Care (CoC) reviewed each written application submission and oral presentation and scored them individually.

The following is the scoring criteria that were utilized for CDBG Public Services Grant and Emergency Solutions Grants (ESG) Program for Fiscal Year 2018-2019:

Capacity & Experience

- Agency & Staff Experience with Grant Administration
- Program Sustainability Outlook

Addressing the Need/Extent of the Problem

- Prevention Focus
- Consistency with Adopted Consolidated Plan Consistency/Priority Need
- Identifying and Addressing a Community Need

Collaboration

- Does Project Incorporate a Cross Sector Engagement Strategy?
- Is there Partnerships and Collaborations?
- Outreach and Referrals

Accomplishments & Program Evaluation

- Are Accomplishments Measurable?
- Standardized Methods and Tools to Evaluate Progress
- Are Long-Term Goals Verifiable and Attainable?
- Will Program be Impactful and Effective

Financials

- Clear and Efficient Budget
- Leveraging Sources

Performance & Risk Assessment

- Implementation- Soundness of Approach
- Monitoring Results and Timeliness

Project Innovation

- Project Innovation

Grant Submittal

- Is the Application Clear?
 - Presentation Value
4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405 (a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

The Stanislaus Urban County does consult with the Continuum of Care which has formerly homeless individuals as members. Sub-grantees who administer the shelters and the rapid re-housing programs have formerly homeless individuals in their organizations who help shape policies and make decisions about services and programs that receive ESG funding.

5. Describe performance standards for evaluating ESG.

Under the Emergency Solutions Grants (ESG) Program, Stanislaus County staff reviews quarterly ESG statistical tables, narratives, Request for Funds forms and budget printouts, which identify the total funds uses/requested by each grantee during that reporting period. Stanislaus County staff verifies (i.e. - local unrestricted donations). In this manner, the subrecipient in turn ensures that dollar to dollar matching requirements are satisfied by paying the remainder of the expenses from non-ESG sources.

APPENDIX 1

CERTIFICATIONS, APPLICATIONS

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.

Uniform Relocation Act and 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, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

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 Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

Signature of Authorized Official

Date

Title

Specific Community Development Block Grant 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 plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan 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 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 CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) FY 2018, 2019 and 2020 [a period specified by the grantee 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.

In addition, 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 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 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 of Authorized Official

Date

Title

OPTIONAL Community Development Block Grant Certification

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

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

Date

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

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.

Subsidy layering -- 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 of Authorized Official

Date

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient 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 recipient 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 recipient 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 recipient 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 recipient 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 recipient 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 recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient 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 recipient 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 recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient 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 of Authorized Official

Date

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

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

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

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,
2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

Signature of Authorized Official

Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

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.

Application for Federal Assistance SF-424		
* 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: 06/05/2018	4. Applicant Identifier: B-18-UC-06-0100	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: n/a	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: STANISLAUS COUNTY		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text"/>	* c. Organizational DUNS: 0731367720000	
d. Address:		
* Street1: 1010 10TH STREET, SUITE #3400	Street2: <input type="text"/>	
* City: MODESTO	County/Parish: STANISLAUS COUNTY	
* State: CA: California	Province: <input type="text"/>	
* Country: USA: UNITED STATES	* Zip / Postal Code: 95354-000	
e. Organizational Unit:		
Department Name: Planning and Community Develop	Division Name: Community Development	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Ms.	* First Name: Angela	
Middle Name: <input type="text"/>	* Last Name: Freitas	
Suffix: <input type="text"/>	Title: Director, Planning and Community Development	
Organizational Affiliation: Staff		
* Telephone Number: 209-525-6330	Fax Number: 209-525-5911	
* Email: Angela@stancounty.com		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

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

Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14-228

CFDA Title:

Community Development Block Grant

*** 12. Funding Opportunity Number:**

14-228

* Title:

Entitlement Community Development Block Grant Program

13. Competition Identification Number:

Title:

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

Add Attachment

Delete Attachment

View Attachment

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

Stanislaus Urban County's Annual Action Plan for FY 2018-2019 that includes \$2,390,534 in CDBG funds for activities such as Public Services, Fair Housing, Infrastructure and Administration.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

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

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="2,390,534.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="2,390,534.00"/>

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

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

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

Yes No

If "Yes", provide explanation and attach

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

** I AGREE

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

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
<div style="border: 1px solid black; height: 45px; width: 100%;"></div>	<div style="border: 1px solid black; padding: 2px;">Director, Planning and Community Development</div>
APPLICANT ORGANIZATION	DATE SUBMITTED
<div style="border: 1px solid black; padding: 2px;">Stanislaus County</div>	<div style="border: 1px solid black; height: 18px; width: 100%;"></div>

SF-424D (Rev. 7-97) Back

Application for Federal Assistance SF-424		
* 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: <input type="text" value="06/05/2018"/>	4. Applicant Identifier: <input type="text" value="E-18-UC-06-0100"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text" value="n/a"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="STANISLAUS COUNTY"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text"/>	* c. Organizational DUNS: <input type="text" value="0731367720000"/>	
d. Address:		
* Street1: <input type="text" value="1010 10TH STREET, SUITE #3400"/>	Street2: <input type="text"/>	
* City: <input type="text" value="MODESTO"/>	County/Parish: <input type="text" value="STANISLAUS COUNTY"/>	
* State: <input type="text" value="CA: California"/>	Province: <input type="text"/>	
* Country: <input type="text" value="USA: UNITED STATES"/>	* Zip / Postal Code: <input type="text" value="95354-000"/>	
e. Organizational Unit:		
Department Name: <input type="text" value="Planning and Community Develop"/>	Division Name: <input type="text" value="Community Development"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text" value="Ms."/>	* First Name: <input type="text" value="Angela"/>	
Middle Name: <input type="text"/>	* Last Name: <input type="text" value="Freitas"/>	
Suffix: <input type="text"/>	Title: <input type="text" value="Director, Planning and Community Development"/>	
Organizational Affiliation: <input type="text" value="Staff"/>		
* Telephone Number: <input type="text" value="209-525-6330"/>	Fax Number: <input type="text" value="209-525-5911"/>	
* Email: <input type="text" value="Angela@stancounty.com"/>		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

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

Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14-231

CFDA Title:

Emergency Solutions Grant Program

*** 12. Funding Opportunity Number:**

14-231

* Title:

Entitlement Emergency Solutions Grant Program

13. Competition Identification Number:

Title:

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

Add Attachment

Delete Attachment

View Attachment

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

Stanislaus Urban County's Annual Action Plan for FY 2018-2019 that includes \$195,964 in ESG funds for the delivery of homeless prevention, rapid re-housing, HMIS, shelter and administration.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

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

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="195,964.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="195,964.00"/>

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

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

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

Yes No

If "Yes", provide explanation and attach

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

** I AGREE

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

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
 	Director, Planning and Community Development
APPLICANT ORGANIZATION	DATE SUBMITTED
Stanislaus County	

SF-424D (Rev. 7-97) Back

**Public Service Grant (PSG) and Emergency Solutions Grants (ESG) Program
Requests FY 2018-2019
Listing of Applications Received and Ranking**

PUBLIC SERVICE GRANTS									
RANKING	SCORE	AGENCY	PROGRAM NAME	PROGRAM TYPE	FOCUS AREA*	GRANT	OTHER FUNDING	AMOUNT REQUEST	**FUNDING RECOMMENDATION
1	147.88	CASA	Direct Services Program	Court Advocacy	County-wide	PSG	Federal Title IV-E Foster Care Funds, State, Foundation, Donors	\$ 20,000.00	\$ 20,000.00
2	140.13	Family Promise Of Greater Modesto	Renter Restoration	Housing Counseling	County-wide	PSG	Foundations, Donors, Events	\$ 20,000.00	\$ 20,000.00
3	139.88	Children's Crisis Center	Guardian House Program	Emergency Shelter	Oakdale	PSG	Stanislaus County Children and Families Commission, California State Department of Education, Guardian Fund	\$ 19,999.92	\$ 19,999.92
4	137.75	Center for Human Services	Westside Family Resource Center	Family Resource Center	PA, NE and UN	PSG	Emergency Food and Shelter Program (EFSP), Donations, Fundraising, Shared Maintenance, Corporate Grants	\$ 20,000.00	\$ 20,000.00
5	137.38	Children's Crisis Center	Verda's Shelter	Emergency Shelter	HU, PA, WA, UN	PSG	Stanislaus County Children and Families Commission, California State Department of Education, Guardian Fund	\$ 19,999.92	\$ 19,999.92
6	136.29	Parent Resource Center	Families First and More	Family Resource Center	County-wide	PSG	EFSP, Donations, Fundraising, Shared Maintenance, Corporate Grants	\$ 20,000.00	\$ 20,000.00
7	133.50	DRAIL	Assistive Technology Program	Health / Education / Outreach	Ceres and unincorporated areas 95358 & 95351	PSG	City of Modesto Public Service Grant Funds, Other Federal Funds, Donations, Fundraising	\$ 20,000.00	\$ 20,000.00
8	132.25	Children's Crisis Center	Marsha's Shelter	Emergency Shelter	CE, HU and UN	PSG	Stanislaus County Children and Families Commission, California State Department of Education, Guardian Fund	\$ 19,999.92	\$ 19,999.92

**Public Service Grant (PSG) and Emergency Solutions Grants (ESG) Program
Requests FY 2018-2019
Listing of Applications Received and Ranking**

9	131.13	<i>Center for Human Services</i>	<i>Oakdale Family Resource Center</i>	<i>Family Resource Center</i>	<i>Oakdale</i>	<i>PSG</i>	<i>EFSP, Donations, Fundraising, Shared Maintenance, Corporate Grants</i>	<i>\$ 20,000.00</i>	<i>\$ 20,000.00</i>
10	130.88	<i>The Salvation Army Red Shield</i>	<i>At Risk Teen Program</i>	<i>After School Program</i>	<i>Parklawn & South Modesto</i>	<i>PSG</i>	<i>Foundations, Donors, Events</i>	<i>\$ 19,981.00</i>	<i>\$ 19,981.00</i>
11	130.38	<i>The Salvation Army Red Shield</i>	<i>After School Homework Program</i>	<i>Family Resource Center</i>	<i>Parklawn & South Modesto</i>	<i>PSG</i>	<i>Foundations, Donors, Events</i>	<i>\$ 20,000.00</i>	<i>\$ 20,000.00</i>
12	130.25	<i>Center for Human Services</i>	<i>Ceres Family Resource Center</i>	<i>Family Resource Center</i>	<i>Ceres</i>	<i>PSG</i>	<i>Health Service Agency, Children and Family Commission - Family Resource Center, Behavioral Health Recovery Service - Promotores, Cultiva La Salud, CHS Fundraising & Donations, MAA Funding</i>	<i>\$ 20,000.00</i>	<i>\$ 19,072.24</i>
13	126.88	The Salvation Army Red Shield	Nutrition Program	Health / Education / Outreach	Parklawn & South Modesto	PSG	Foundations, Donors, Events	\$ 20,000.00	\$ -
14	126.86	United Samaritans Foundation	Food Truck Program	Food Assistance	County-wide	PSG	Foundations, Donors, Events	\$ 20,000.00	\$ -
15	125.88	Second Harvest Food Bank	Food Assistance Program	Food Assistance	County-wide	PSG	City of Modesto Public Service Grant Funds, Other Federal Funds, Donations, Fundraising	\$ 20,000.00	\$ -
16	125	Healthy Aging Association	Young at Heart Strength Training	Health / Education / Outreach	County-wide	PSG	City of Modesto CDBG, Foundations, Donors, Events	\$ 20,000.00	\$ -
17	124.75	Howard Training Center	Senior Meals Program	Health / Education / Outreach	County-wide	PSG	Foundations, Donors, Events	\$ 20,000.00	\$ -
18	122.13	Project Sentinel	Mortgage Counseling Program	Housing Counseling	County-wide	PSG	Federal Funds, Superior Court of CA, Stanislaus Co, Fundraising, Foundations	\$ 20,000.00	\$ -
19	117.71	Turning Point	Housing Assessment Team (HAT)	Public Services	County-wide	PSG	Federal Funds, Foundations, Donors, Events	\$ 20,000.00	\$ -
Total PSG Grant Amounts Requested/Recommended for Award								\$ 379,980.76	\$ 239,053.00

* Ceres - CE; Hughson - HU; Newman - NE; Oakdale - OA; Patterson - PA; Waterford - WA; Unincorporated- UN

Bold, Italic, and Shaded = Recommended for Funding

Public Service Grant (PSG) and Emergency Solutions Grants (ESG) Program
Requests FY 2018-2019
Listing of Applications Received and Ranking

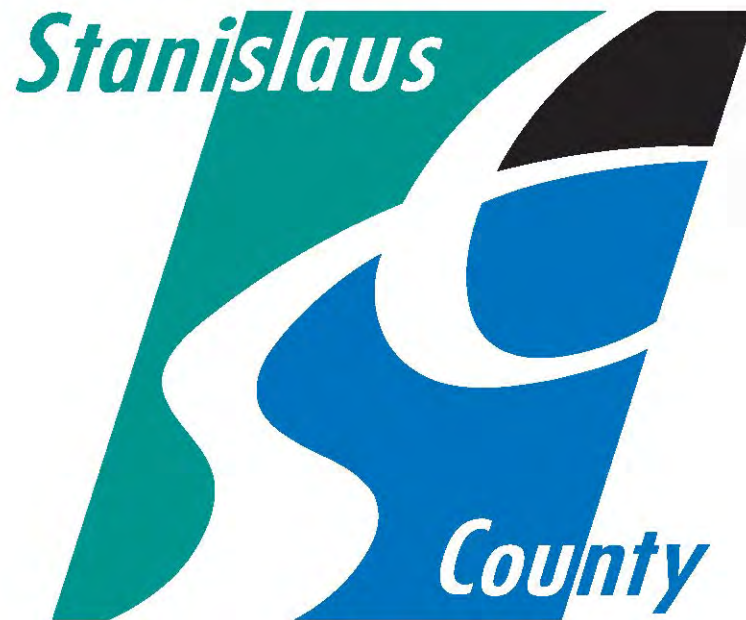
EMERGENCY SOLUTIONS GRANTS (ESG)									
RANKING	SCORE	AGENCY	PROGRAM NAME	PROGRAM TYPE	FOCUS AREA*	GRANT	OTHER FUNDING	AMOUNT REQUEST	**FUNDING RECOMMENDATION
1	N/A	<i>Stanislaus County</i>	<i>Administration</i>	<i>Administration</i>	<i>County-wide</i>	<i>ESG</i>	<i>Federal and State funds</i>	<i>N/A</i>	<i>\$ 14,697.30</i>
2	139.25	<i>Family Promise</i>	<i>New Beginnings - Shelter to Solutions</i>	<i>Shelter / Rental Assistance</i>	<i>County-wide</i>	<i>ESG</i>	<i>Federal, Local, Foundations, Fundraising, Events</i>	<i>\$ 72,000.00</i>	<i>\$ 90,166.70</i>
3	136.57	<i>We Care Program</i>	<i>Emergency Shelter Program</i>	<i>Shelter</i>	<i>County-wide</i>	<i>ESG</i>	<i>Federal-Emergency Food & Shelter Program (EFSP), Donors, Sponsorships</i>	<i>\$ 30,000.00</i>	<i>\$ 30,000.00</i>
4	135.5	<i>Community Housing and Shelter Services</i>	<i>Homeless Prevention Program</i>	<i>Rental Assistance</i>	<i>County-wide</i>	<i>ESG</i>	<i>Federal, State, Local, Foundations, Fundraising, Events</i>	<i>\$ 22,500.00</i>	<i>\$ 46,600.00</i>
5	124.38	<i>Community Housing and Shelter Services</i>	<i>HMIS Data Support</i>	<i>HMIS</i>	<i>County-wide</i>	<i>ESG</i>	<i>Federal, State, Local, Foundations</i>	<i>\$ 14,500.00</i>	<i>\$ 14,500.00</i>
6	122.14	Cambridge Academies	HOST House	Emergency Shelter	County-wide	ESG	Local funds and Donations	\$ 108,393.00	\$ -
7	120.50	The Salvation Army	Emergency Shelter Program	Emergency Shelter	County-wide	ESG	Foundations, Donors, Events	\$ 109,060.00	\$ -
8	112.63	Turning Point	Housing Assessment Team (HAT)	Outreach	County-wide	ESG	Federal, Local, Foundations	\$ 195,000.00	\$ -
Total ESG Grant Amounts Requested/Recommended for Award								\$ 551,453.00	\$ 195,964.00
Total All Grant Amounts Requested/Recommended for Award								\$ 931,433.76	\$ 435,017.00

* Ceres - CE; Hughson - HU; Newman - NE; Oakdale - OA; Patterson - PA; Waterford - WA; Unincorporated- UN

Bold, Italic, and Shaded = Recommended for Funding

**Based on 2018 CDBG-PSG Allocation of \$239,053, and ESG Allocation of \$195,964.

DRAFT
Amended
Stanislaus Urban County
Citizen Participation Plan
For HUD Programs



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

www.stancounty.com

*All edits to the original document are shown in bold, red and/or strikeout.

Stanislaus Urban County Citizen Participation Plan

INTRODUCTION

As required by the U.S. Department of Housing and Urban Development (HUD) regulations found at 24 CFR 91.105 "Citizen Participation Plan," this Citizen Participation Plan sets forth the Stanislaus Urban County's policies and procedures for ~~citizen~~ **resident** participation with respect to Community Development Block Grant (CDBG), ~~and~~ Emergency Solutions Grant (ESG) programs, **Neighborhood Stabilization Program (NSP 1 and 3)**, and the following Consolidated Plan Documents:

- Citizen Participation Plan (**CPP**)
- Consolidated Plan (**Con Plan**)
- Annual Action Plan (**AAP**)
- Consolidated Annual Performance and Evaluation Report (CAPER)
- **Assessment of Fair Housing Analysis of Impediments to Fair Housing Choice (AFHA)**

The Stanislaus Urban County **was** formed in 2002 to receive entitlement CDBG and ESG funds. The **Stanislaus** Urban County includes the unincorporated areas of Stanislaus County and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson and Waterford.

~~All Stanislaus Urban County members are is also a members of the jurisdiction in the City of Turlock/Stanislaus County HOME Consortium, which was Eestablished in 1991, to obtain a direct allocation of funds under the Cranston-Gonzalez National Affordable Housing Act of 1990. the Consortium includes the City of Turlock, the Stanislaus Urban County unincorporated areas, and Urban County participating cities of Ceres, Hughson, Newman, Oakdale, Patterson and Waterford.~~

The requirements for ~~citizen~~ **resident** participation do not restrict the responsibility or authority of the jurisdiction for the development and execution of the above-mentioned programs and documents, but rather facilitate ~~citizen~~ **resident** access to, and engagement with, the HUD Community Planning and Development funding sources.

Subsequent to Board of Supervisors approval of this Amended Citizen Participation Plan the plan will be effective until it is amended or otherwise replaced.

~~CITIZEN PARTICIPATION PLAN~~

As the Lead Entity of the Stanislaus Urban County for the respective HUD entitlement programs, Stanislaus County is responsible for the implementation of this Citizen Participation Plan on behalf of the Urban County membership. As such, any reference to "Stanislaus County," throughout this document, may capture actions taken by either Stanislaus County solely or the Stanislaus Urban County as a whole.

PURPOSE

This Citizen Participation Plan (CPP) is intended to provide residents an adequate opportunity to participate in an advisory role in planning, implementing, and assessing the HUD Programs administered by Stanislaus County, as required by the U.S. Department of Housing and Urban Development (HUD) in 24 CFR Part 91.105.

Interested groups and individuals are encouraged to provide input into all aspects of the Urban County's consolidated planning activities from assessing needs and setting priorities through performance evaluation. This CPP offers numerous opportunities for residents to contribute information, ideas and opinions about ways to provide decent housing, establishing and maintain a suitable living environment, and expanding economic opportunities, particularly for low- and moderate- income persons.

SCOPE OF FEDERAL REQUIREMENTS

This CPP sets forth policies and procedures to provide for and encourage participation by the residents of the Urban County in the development of the Assessment of Fair Housing (AFH), the Consolidated Plan for housing and community development, NSP Action Plans, the Annual Action Plan (AAP) and to the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER) that evaluates progress towards the Consolidated Plan objectives. The CPP also applies to any minor or Substantial Amendments to these Plans. The Urban County submits a Consolidated Plan to HUD every five years and an Annual Action Plan to HUD every year. These documents are due to HUD by May 15 unless otherwise instructed by HUD. The NSP Action Plans and Substantial or minor Amendments are done as needed for each HUD program's need for adjustment and program implementation. The CAPER is submitted to HUD by September 30 each year unless otherwise instructed by HUD.

STANDARDS OF PARTICIPATION

The Stanislaus Urban County shall provide a process for ~~citizen~~ resident participation at the community-wide level.

- A. All aspects of ~~citizen~~ resident participation shall be conducted in an open manner, with freedom of access for all interested persons.
- B. In developing its AFH, Con Plan, AAP, Substantial and minor Amendments, CAPER, and applications to HUD, the Urban County will take appropriate actions to encourage the participation of all its residents including:
 - Low- and moderate-income (LMI) persons, particularly those living in areas where federal funds are proposed to be used;
 - Residents of predominantly low- and moderate-income neighborhoods, especially those residing in low- and moderate-income (LMI) Census Tract Block Groups;
 - Minorities;
 - People with Limited English Proficiency (LEP);
 - People with Disabilities;

- Residents of public and other assisted housing developments (including any resident advisory boards, resident councils, and resident management corporations); and
 - Local and regional institutions, the local Continuum of Care (CoC) (locally recognized as the Stanislaus Community System of Care (CSOC)) and other organizations, both public and private (including businesses, developers, non-profit organizations, and community-based and faith-based organizations).
- C. Residents shall be provided adequate and timely information so as to enable them to be meaningfully involved in important decisions at various stages of the HUD programs.
- D. To facilitate citizen participation, Urban County staff shall provide technical assistance to citizen organizations, groups of low- to moderate- income persons, and residents of affected neighborhoods which request assistance in developing proposals.

The following outlines Stanislaus Urban County’s Citizen Participation Plan process when developing or amending the named Consolidated Plan documents:

I. CONSOLIDATED PLAN AND ANNUAL ACTION PLAN DEVELOPMENT

Stanislaus County provides for and encourages the participation of residents and stakeholders in the development of all the documents covered by this Citizen Participation Plan. Stanislaus County further encourages participation by low- and moderate-income persons, particularly those living in blighted areas and in areas where HUD funds are proposed to be used and by residents of predominantly low- and moderate-income neighborhoods¹.

Stanislaus County will implement the following procedures in the development and approval of the Consolidated Plan and each Annual Action Plan (hereafter referred to as “the Plans”):

A. Plan Considerations – HUD requirements (24 CR 91.100 (a), (c) & (e))

In the development of the Plans, Stanislaus County will consult other public and private agencies and public organizations including but not limited to those providing:

- Assisted housing;
- Health services;
- Social services and fair housing services (including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, homeless persons, economic development, neighborhood development and other housing and community development services);and
- Municipal Advisory Councils (MACS);
- **Organizations that represent protected class members;**
- **Organizations that enforce fair housing laws;**
- **Public and private fair housing service agencies, including fair housing organizations and non-profits receiving funding under the Fair Housing Initiative Program (FHIP);**
- **Adjacent governments, including agencies with area wide planning and transportation responsibilities, particularly for problems that go beyond a single jurisdiction;**
- **Entities previously listed in the Con Plan and Con Plan regulations, such as public and private agencies that provide assisted housing, health services, and social services;**

¹ Predominately low- and moderate-income neighborhoods are defined as those in which 51% of the residents have incomes at or below 80% of area median income.

- **Public housing agencies (PHAs) not only about the AFH, but also about proposed strategies and actions for affirmatively furthering fair housing in the Con Plan;**
- **Advocacy groups for special needs households;**
- **Affordable housing providers;**
- **Banks and other financial institutions; and**
- **Educational institutions.**

Consultation with the groups/agencies listed above will occur at various points in the fair housing planning process for the development of the AFH and the Con Plan. Consultations regarding the Con Plan will seek specific input about how the AFH goals related to the priorities and objectives of the Con Plan.

When preparing the section of the Plans describing Stanislaus County’s homeless strategy and the resources available to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) and persons at risk of homelessness, Stanislaus County will consult with:

- The **HUD approved Continuum of Care (locally recognized as the Stanislaus Community System of Care (CSOC));**
- Public and private agencies that address housing, health, social service, victim services, employment, or education needs of low-income individuals and families²; homeless individuals and families, including homeless veterans; youth; and/or other persons with special needs;
- Publicly funded institutions and systems of care that may discharge persons into homelessness (such as health-care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and
- Business and civic leaders.

When preparing the portion concerning lead-based paint hazards, Stanislaus County will consult with State or local health and child welfare agencies and examine existing data related to lead-based paint hazards and poisonings, including health department data on the addresses of housing units in which children have been identified as lead poisoned.

When preparing the description of priority non-housing community development needs, Stanislaus County will notify adjacent units of general local government, to the extent practical. A non-housing community development plan will be submitted to the State of California Housing and Community Development Department.

Stanislaus County also will consult with adjacent units of general local government, including local government agencies with metropolitan-wide planning responsibilities, particularly for problems and solutions that go beyond Stanislaus County’s jurisdiction.

Stanislaus County will consult with the Housing Authority of the County of Stanislaus (HACS), the local public housing agency (PHA), concerning consideration of public housing needs and planned programs and activities.

As a recipient of ESG funds, Stanislaus County will consult with the Continuum of Care in determining how to allocate its ESG funds toward eligible activities; in developing the performance standards for, and evaluating the outcomes of, projects and activities assisted by ESG funds; and in

² Low-income individuals/families are defined as those with incomes of, or less than 80% of the Stanislaus County Area Median Income (AMI), as established by HUD.

developing funding, policies, and procedures for the operation and administration of the Homeless Management Information System (HMIS).

In addition, in accordance to the ESG Final Rule requirements, Stanislaus County will consult with the following entities in the planning for ESG related activities:

- Public and private agencies that address housing, health, social service, victim services, employment, or education needs of low-income individuals and families;
- homeless individuals and families, including homeless veterans; youth; and/or other persons with special needs;
- Publicly funded institutions and systems of care that may discharge persons into homelessness (such as health-care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and
- Business and civic leaders.

A variety of mechanisms may be utilized to solicit input **about the Con Plan or AAP** from these persons/service providers/agencies **listed above**. These include posting or mailing notices of public meetings and hearings, telephone or personal interviews, mail surveys, internet-based feedback and consultation workshops.

B. Public Review and Comment

Drafts of the Plans will be made available for public review for a 30-day period prior to Board of Supervisors consideration at a scheduled public hearing. Written comments will be accepted by the County's Director of Planning and Community Development or designee during the public review period. A summary of all comments, written and verbal, received during the public comment period will be attached to the Plans prior to submission to HUD. Copies will be made available following the process described in Section V of this document.

C. Public Hearing

The Board of Supervisors will conduct a public hearing to accept public comment on the draft Plan prior to approval and submittal to HUD. **Stanislaus** Urban County participating cities are not required to hold a public hearing, but at a minimum must present the draft Plans to their respective City Councils thereby obtaining approval of their individual planned activities and informing the public of Stanislaus County's public comment period. Prior to consideration of the Plans by Stanislaus County, cities shall submit a resolution of concurrence and acceptance to Stanislaus County. Section V describes the process for publishing notice for and conducting public hearings.

D. Submittal to HUD

The approved Plans will be submitted to HUD with a summary of all comments, written and verbal, received during the public comment period, including those received at public meetings and hearings, and proof of compliance with the minimum 30-day public review and comment period requirement. The Plans will be submitted to HUD a minimum of 45 days before the program year, or as otherwise required, pursuant to regulations.

E. Plan Access and Comments

Approved Plans will be kept on file by Stanislaus County at 1010 10th Street, Suite 3400, Modesto, CA 95354 and online at <http://www.stancounty.com/planning/cdbg/cdbg.shtml> and can be made available to those requesting the Plans.

II. CONSOLIDATED PLAN AND ANNUAL ACTION PLAN AMENDMENT

Stanislaus County will follow the procedures outlined in section C-F below, in order to complete substantial amendments to the Consolidated Plan and Annual Action Plan (hereafter referred to by their specific name or “the Plans”), as needed:

A. Consolidated Plan Amendment Considerations **24 CFR Part 91.505**

Stanislaus County will substantially amend the Consolidated Plan if a “substantial change”, as defined below, is proposed. For the purpose of the Consolidated Plan, a "substantial change" is defined as:

- The addition or deletion of Consolidated Plan priorities or goals.

All other changes may be handled administratively and are not subject to the public hearing requirements of this Citizen Participation Plan; however, public outreach and Board of Supervisors approval will be conducted as required by County practice.

B. Annual Action Plan Amendment Considerations

Stanislaus County will substantially amend an Annual Action Plan if a “substantial change”, as defined below, is proposed. For the purpose of the Annual Action Plan, a "substantial change" is defined as:

- i. Addition of a new activity not previously identified in the Annual Action Plan;
- ii. Deletion or cancelation of an activity identified in the Annual Action Plan which has NOT been deemed ineligible or determined to be infeasible (provided any allocated funds are transferred to another approved activity as part of a subsequent Annual Action Plan approval); and
- iii. The addition of new CDBG Public Service or ESG award grantees.
- iv. A proposed action or change that may create a significant community impact. A significant community impact is defined as either:**
 - a. Any federal grant-funded project or activity that results in a significant environmental impact as that term is defined pursuant to the National Environmental Policy Act (NEPA) (42 U.S.C 4231 et seq,; or**
 - b. Any federal grant-funded project or activity that generates relocation of at least 20 resident households and/or two existing businesses which are subject to the federal Uniform Relocation Act (42 U.S.C 4601 et seq, 42 USC 4621 et seq, and U.S.C 4651 et seq),**

All other changes may be handled administratively and are not subject to the public hearing requirements of this Citizen Participation Plan; however, public outreach and Board of Supervisors approval will be conducted as required by County practice. The following changes are considered administrative:

- Proportional adjustment to CDBG Public Service and ESG award amounts to accommodate actual HUD allocations amounts (provided new grantees are not awarded funds);
- Shifts of funds, not exceeding an amount of \$150,000, between approved activities; and
- Shift of fund balance, in any amount, from a completed activity to another approved activity.

In any case where the shifting of funds occur, the shifting will be reported accordingly in the CAPER.

Additionally, County Program staff will select and include in AAP's, alternate public infrastructure projects which can be implemented if projects approved by the Board of Supervisors and the Stanislaus Urban County's members' City Councils are rejected by HUD or if approved projects subsequently are determined to be ineligible or unable to secure all of the funding necessary to allow the project to proceed.

C. Public Review and Comment

Drafts of Substantial Amendments to the Plans will be made available for public review for a 30-day period prior to Board of Supervisors consideration at a scheduled public hearing. Written comments will be accepted by the County's Director of Planning and Community Development or designee during public review period. A summary of the comments received, written and verbal, will be attached to the Substantial Amendment prior to submission to HUD. Copies will be made available following the process described in Section V of this document.

D. Public Hearing

The Board of Supervisors will conduct a public hearing to accept public comments on the draft Substantial Amendment of the Plans prior to approval and submittal to HUD. Section V describes the process for publishing notice for and conducting public hearings. **Stanislaus** Urban County participating cities who are implementing Consolidated Plan and/or Annual Action Plan changes that would trigger a substantial amendment specific to their activities must present the draft Substantial Amendment to their respective City Councils at a public hearing, following the citizen participation plan process, and submit a resolution of approval to Stanislaus County. Stanislaus County may require a resolution of concurrence from all **Stanislaus** Urban County participating cities for any amendment that may affect city activities.

E. Submittal to HUD

The approved Substantial Amendment will be submitted to HUD with a summary of all comments, written and verbal, received during the public comment period, including those received at public meetings and hearings, and proof of compliance with the minimum 30-day public review and comment period requirement will be submitted to HUD for their records.

F. Plan Access and Comments

Approved Substantial Amendments will be kept on file by Stanislaus County at 1010 10th Street, Suite 3400, Modesto, CA 95354 and online at <http://www.stancounty.com/planning/cdbg/plans-and-reports.shtm> and can be made available to those requesting the plan.

III. CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

Stanislaus County will follow the following procedure in the drafting and adoption of **the** Consolidated Annual Performance and Evaluation Report (CAPER):

A. Plan Considerations

Staff will evaluate and report the accomplishments of the previous program year for CDBG, **NSP**, and ESG, and will summarize expenditures that took place during the previous program year.

B. Plan Review and Comment

The draft CAPER will be made available for public review for a 15-day period prior to Board of Supervisors consideration at a scheduled public hearing. Written comments will be accepted by the County's Director of Planning and Community Development or designee during public review period. A summary of the comments received, written and verbal, will be attached to the CAPER prior to submission to HUD. Copies will be made available following the process described in Section V of this document.

C. Public Hearing

The Board of Supervisors will conduct a public hearing to accept public comments on the draft CAPER prior to approval and submittal to HUD. **Stanislaus** Urban County participating cities are not required to hold a public hearing, but must present the draft CAPER to their respective City Councils thereby obtaining approval of their accomplishments reported in the CAPER and informing the public of Stanislaus County's public comment period. Section V describes the process for publishing notice for and conducting public hearings.

D. Submittal to HUD

The approved CAPER will be submitted to HUD with a summary of all comments, written and verbal, received during the public comment period, including those received at public meetings and hearings, and proof of compliance with the minimum 15-day public review and comment period will be submitted to HUD for their records. The CAPER will be submitted to HUD within 90 days following the end of the program year pursuant to regulations.

E. Plan Access and Comments

The approved CAPER will be kept on file by Stanislaus County at 1010 10th Street, Suite 3400, Modesto, CA 95354 and online at: <http://www.stancounty.com/planning/cdbg/plans-and-reports.shtm> and can be made available to those requesting the plan.

III. IV. FIVE-YEAR ~~ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE~~ ASSESSMENT OF FAIR HOUSING

Stanislaus County will follow the following procedure in the drafting and adoption of the ~~Analysis of Impediments to Fair Housing Choice (AI)~~ **Assessment of Fair Housing (AFH)**:

A. Plan Considerations **(24 CFR 91.100 (a), (c) & (e))**

~~During the development of the Five-Year AI, Stanislaus County will consult the following groups/agencies, to solicit their input on fair housing issues in Stanislaus County:~~

In an effort to solicit input on fair housing issues during the development of the Five-Year AFH, Stanislaus County will consult public and private agencies and public organizations including but not limited to those listed below:

- i. **Organizations that represent protected class members;**
- ii. **Organizations that enforce fair housing laws;**
- iii. **Fair housing organizations and non-profits receiving funding under the Fair Housing Initiative Program (FHIP);**
- iv. **Other public and private fair housing service agencies;**

- v. Adjacent governments, including agencies with area wide planning and transportation responsibilities, particularly for problems that go beyond a single jurisdiction;
- vi. Entities previously listed in the Con Plan Con Plan regulations, such as public and private agencies that provide assisted housing, health services, and social services;
- vii. Public housing agencies (PHAs) not only about the AFH, but also about proposed strategies and actions for affirmatively furthering fair housing in the Con Plan;
 - i. ~~Fair Housing Organizations;~~
 - ii. ~~Other local governments;~~
- viii. Advocacy groups for special needs households;
- ix. Affordable housing providers;
- x. Banks and other financial institutions; and
- xi. Educational institutions.

Consultation with the groups/agencies listed above will occur at various points in the fair housing planning process for the development of the AFH and the Con Plan.

A variety of mechanisms may be utilized to solicit input from these groups/agencies. **These include, but are not limited to, telephone or personal interviews, mail surveys, and consultation workshops.**

B. Assessment of Fair Housing Amendment Considerations

Stanislaus County will amend an Assessment of Fair Housing if a “material change”, which is a change that affects the information the AFH is based on so that the analysis, fair housing contributing factors, or priorities and goals do not reflect the current situation in the community. Examples include:

- A Presidentially declared disaster;
- Major demographic changes;
- New significant contributing factors; or,
- Significant civil rights findings.

HUD may also require a revision if it detects a significant change.

All other changes may be handled administratively and are not subject to the public hearing requirements of this Citizen Participation Plan; however, public outreach and Board of Supervisors approval will be conducted as required by County practice.

An amended AFH must be submitted to HUD within 12 months of the onset of the material change. For Presidentially declared disasters, the amended AFH is due two years after the date of the disaster is declared.

B. C. Plan Review and Comment

The draft ~~At~~ **AFH or amended AFH** will be made available for public review for a 30-day period prior to Board of Supervisors consideration at a scheduled public hearing. Written comments will be accepted by the County’s Director of Planning and Community Development or designee during public review period. **A response to written complaints from the public about the AFH or any revisions will be given in writing and be provided within 15 business days.** A summary of the

comments received, written and verbal, will be attached to the ~~AI~~AFH prior to submission to HUD. Copies will be made available following the process described in Section V of this document.

~~C~~ D. Public Hearing

The Board of Supervisors will conduct a public hearing to accept public comments on the draft AI as prior to approval and submittal to HUD. Stanislaus Urban County participating cities are not be required to hold a public hearing, but at a minimum must present the ~~AI~~ AFH to their respective City Councils and informing the public of Stanislaus County's public comment period. Section V describes the process for publishing notice for and conducting public hearings.

~~D~~ E. Submittal to HUD

~~Upon approval the AI will be incorporated into the Consolidated Plan and submitted along with the Consolidated Plan to HUD for approval. The approved AFH will be submitted separate from the Con Plan to HUD with a summary of all comments, written and verbal, received during the public comment period, including those received at public meetings and hearings, and proof of compliance with the minimum 30-day public review and comment period requirement. Under AFFH rule, the initial AFH is required to be submitted 270 calendar days before the start of the first program year in which a new Con Plan is submitted. After the first AFH the following AFHs must be submitted to HUD a minimum of 195 calendar days before the start of the first program year of the next five year Con Plan, or as otherwise required, pursuant to regulations.~~

~~E~~ F. Plan Access, Records, and Comments 24 CFR Part 570.506

The County will provide access to information and records relating to the AFH from the last five years in a reasonable and timely manner. Any HUD-provided data and any supplemental information the jurisdiction intends to use in preparing the AFH will be made available to the public as soon as practical but after the start of the public participation process.

The approved ~~Analysis of Impediments~~ Assessment of Fair Housing will be kept on file by Stanislaus County at 1010 10th Street, Suite 3400, Modesto, CA 95354 and online at: <http://www.stancounty.com/planning/cdbg/plans-and-reports.shtm> and can be made available to those requesting the plan.

~~IV~~ V. PUBLIC HEARINGS, NOTIFICATION AND ACCESS

Stanislaus County will follow the following procedure in conducting public hearings and providing notification and access to all Consolidated Plan documents discussed in this Citizen Participation Plan:

A. Public Hearing Process

Stanislaus County will conduct at least two public hearings per year to obtain ~~citizens'~~ residents' views and comments on planning documents during the public review and comment period for the Annual Action Plan and CAPER. These meetings will be conducted at different times of the program year and together will cover the following topics:

- Housing and Community Development Needs
- Development of Proposed Activities
- Review of Program Performance

During a program year when Stanislaus County develops a Consolidated Plan, at least one public hearing will be conducted prior to Board of Supervisors consideration of the Consolidated Plan. This public hearing may be conducted jointly with the hearing to consider the Annual Action Plan. Stanislaus County, at its discretion, may conduct additional outreach, public meetings or public hearings as necessary to foster citizen access and engagement.

B. Public Hearing Notification

Notices will be printed/posted at least 15 days prior to the meeting date. Noticing may include:

- Printing a public notice in newspaper(s) of general circulation in Stanislaus County;
- Display ads and/or press releases; or
- Posting notices at County Administrative Office.

Notices will include information on the subject and topic of the meeting including summaries when possible and appropriate to properly inform the public of the meeting. Notices may be published in additional languages as appropriate and will be accessible to those with disabilities. Meeting location and access is described below.

C. Public Review/Comment Period

Public notices will be printed / posted prior to the commencement of any public review/comment period alerting **citizens residents** of the documents for review. The minimum public comment/review period for each Consolidated Plan document is listed below:

Document	Public Comment Period
Consolidated Plan	30 days
Annual Action Plan	30 days
Substantial Amendments	30 days
CAPEP Consolidated Annual Performance Evaluation Report	15 days
Analysis of Impediments Assessment of Fair Housing	30 days
Citizen Participation Plan	30 days

Copies of all documents and notices will be available for public review at the following location:

Stanislaus County Planning & Community Development Department
1010 10th Street, Suite 3400
Modesto, CA 95354

A copy of each document will also be made available for public review at County libraries and at the Planning Departments of each **Stanislaus** Urban County member city.

Documents and notices will also be posted to the Stanislaus County website at: <http://www.stancounty.com/planning/cdbg/plans-and-reports.shtm>

D. Access to Meetings

Unless otherwise noted, Public Hearings requiring Board of Supervisors action will be conducted at the Board of Supervisors Chambers (1010 10th Street, Suite 3400, Modesto, CA 95354). For public meetings not requiring Board of Supervisors participation, Stanislaus County will **make every effort**

~~to conduct such meetings at a location within the low and moderate income target areas and at times accessible and convenient to potential and actual beneficiaries. that is:~~

- **Within target areas;**
- **Easily accessible for the low- and moderate-income residents; and**
- **Convenient to potential and actual beneficiaries.**

The County will work with neighborhood groups and other stakeholders for guidance in selecting meeting locations and times.

It is the intent of Stanislaus County to comply with the Americans with Disabilities Act (ADA) and Title VI of the Civil Rights Act of 1965 and related statuses in all respects. If an attendee or participant at a public hearing and/or meeting needs special assistance beyond what is normally provided, Stanislaus County will attempt to accommodate these people in every reasonable manner.

E. Access to Records

Approved Consolidated Plan documents will be kept on file by Stanislaus County at Stanislaus County Planning and Community Development Department (1010 10th Street, Suite 3400, Modesto, CA 95354) and online at: <http://www.stancounty.com/planning/cdbg/cdbg.shtm> and can be made available to those requesting the plans.

Stanislaus County will ensure timely and reasonable access to information and records related to the development of the Consolidated Plan documents, and the use of HUD funds from the preceding five years.

Requests for information and records must be made to Stanislaus County in writing. Staff will respond to such requests within fifteen (15) working days or as soon as possible thereafter.

F. Technical Assistance 24 CFR Part 91.1 05 (i)

~~Stanislaus County will provide technical assistance, particularly to groups or individuals representing persons with very low or low incomes. Said assistance shall be used to develop funding proposals for assistance under any of the formula programs covered by the Consolidated Plan.~~ **Stanislaus County shall make available, upon request, technical assistance to groups or individuals representing persons of low- and moderate-income (and other special needs) that request such assistance in developing proposals for funding assistance under any of the programs covered by the Plans. The County shall also hold at least one workshop for community agencies applying for County funding on or near the time of issuance of a Request for Proposals to explain issues related to various funding sources available, eligible activities, the application process itself, and to answer any questions.**

County staff shall determine the necessary level and degree of assistance. Such technical assistance might include, but is not limited to, the following:

- Assisting with forms/applications;
- Explaining the process for submitting proposals;
- Explaining federal and local requirements;
- Providing comments and advice on the telephone or in meetings; or
- Reviewing and commenting on draft proposals.

G. Comments and Complaints **24 CFR Part 91.1 (050)**

Written and verbal comments received at public hearings, public meetings, or during the comment period will be summarized and considered in the development of the Consolidated Plan documents subject to this Citizen Participation Plan, and included as an attachment to final Consolidated Plan documents submitted to HUD. Written comments are strongly encouraged and should be addressed to:

Stanislaus County
Planning and Community Development Department
Attn: Director
1010 10th Street, Suite 3400
Modesto, CA 95354

A complaint regarding any of the Consolidated Plan documents covered by this Citizen Participation Plan must be submitted in writing to the County's Director of Planning and Community Development.

Stanislaus County will accept written complaints provided they specify:

- The description of the objection, and supporting facts and data; and
- Provide name, address, telephone number, and a date of complaint.

Pursuant to the Code of Federal Regulations (Section 24, CFR 91.105 (j)), a written response will be made to all written complaints within fifteen (15) working days, acknowledging the letter and identifying a plan of action, if necessary.

H. Individuals with Limited English Proficiency

In compliance with Title VI of the Civil Rights Act of 1964, Stanislaus County will take responsible steps to ensure meaningful access to benefits, services, information, and other important aspects of the programs covered by the Consolidated Plan documents for individuals with Limited English Proficiency (LEP). If an individual or participant with limited English proficiency needs assistance beyond what is normally provided, Stanislaus County will attempt to accommodate their request in every reasonable manner.

If anyone needs any information related to the Consolidated Plan documents in an alternate format, please contact the Stanislaus County ADA Title II/Civil Rights Title VI Coordinator at (209) 525-4494.

~~V~~. VI. ANTI-DISPLACEMENT AND RELOCATION POLICY AND PLAN

A. Anti-Displacement Policy

The Stanislaus **Urban** County seeks to minimize, to the greatest extent feasible, the involuntary displacement, whether permanently or temporarily, of persons (families, individuals, businesses, nonprofit organizations, or farms) from projects funded with CDBG, ESG, **NSP**, or HOME involving single or multi-family rehabilitation, acquisition, commercial rehabilitation, demolition, economic development, or capital improvement activities.

Projects that **the** Stanislaus **Urban** County deems beneficial but that may cause displacement may be recommended and approved for funding only if **the** Stanislaus **Urban** County or its sub-grantee demonstrates that such displacement is necessary and vital to the project and that they take efforts to reduce the number of persons displaced. Further, it must be clearly demonstrated that the goals

and anticipated accomplishments of a project outweigh the adverse effects of displacement imposed on persons who must relocate.

The Stanislaus Urban County’s Anti-displacement and Relocation Plan describes how it will assist persons who will be temporarily relocated or permanently displaced due to the use of HUD funds. This plan takes effect whenever **the Stanislaus Urban** County sponsors projects using CDBG, ESG, **NSP** or HOME funds that involve the following:

- Property acquisition; or
- The demolition or conversion of low- and moderate-income dwelling units.

B. Background

Two acts apply whenever any of the above issues are present: the Uniform Relocation Assistance and Real Property Policies Act of 1970 (URA) and Section 104(d) of the Housing and Community Development Act of 1974. Each of these acts places different obligations on **the Stanislaus Urban** County.

The URA governs the processes and procedures which **the Stanislaus Urban** County must follow to minimize the burden placed on low- and moderate-income tenants, property owners, and business owners who must move (either temporarily or permanently) as the result of a project funded in whole or in part by the CDBG, ESG, **NSP**, or HOME programs. The URA applies to:

- Displacement that results from acquisition, demolition, or rehabilitation for HUD-assisted projects carried out by public agencies, nonprofit organizations, private developers, or others;
- Real property acquisition for HUD-assisted projects (whether publicly or privately undertaken);
- Creation of a permanent easement or right of way for HUD-assisted projects (whether publicly or privately undertaken); and
- Work on private property during the construction of a HUD-assisted project even if the activity is temporary.

C. What is Displacement?

Displacement occurs when a person moves as a direct result of federally assisted acquisition, demolition, conversion, or rehabilitation activities*, because he or she is:

- Required to move; or
- Not offered a decent, safe, sanitary and affordable unit in the project;
- Treated “unreasonably” as part of a permanent or temporary move.

A person may also be considered displaced if the necessary notices are not given or provided in a timely manner and the person moves for any reason.

*Persons who voluntarily participate in a CDBG, ESG, **NSP**, or HOME funded rehabilitation activity may only qualify for relocation assistance when no other housing options are available to them.

D. What is a Displaced Person?

The term *displaced person* means any person that moves from real property or moves his or her personal property from real property permanently as a direct result of one or more of the following activities:

- Acquisition of real property, in whole or in part, for a project;
- Rehabilitation or demolition of real property for a project;

Stanislaus County may offer advisory and financial assistance to eligible tenants (or homeowners) who meet the above definition.

E. Persons Not Eligible for Assistance

A person is not eligible for relocation assistance under the provisions of the URA if any of the following occurs:

- The person was evicted for serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable Federal, State, or local law, or other good cause. However, if the person was evicted only to avoid the application of URA, then that person is considered displaced and is eligible for assistance;
- The person has no legal right to occupy the property under State or local law;
- **The Stanislaus Urban** County determines that the person occupied the property to obtain relocation assistance and the HUD Field Office concurs in that determination;
- The person is a tenant-occupant that moved into the property after a certain date, specified in the applicable program regulation, and, before leasing and occupying the property, **the Stanislaus Urban** County or its sub-grantee provided the tenant-occupant written notice of the application for assistance, the project's impact on the person, and the fact that he or she would not qualify as a "displaced person" because of the project;
- The person is a tenant-occupant of a substandard dwelling that is acquired or a tenant-occupant of a dwelling unit to which emergency repairs are undertaken and the HUD field office concurs that:
 - Such repairs or acquisition will benefit the tenant;
 - Bringing the unit up to a safe, decent, and sanitary condition is not feasible;
 - The tenant's new rent and average estimated monthly utility costs will not exceed the greater of: the old rent/utility costs or 30 percent of gross household income; and
 - The project will not impose any unreasonable change in the character or use of the property.
- The person is an owner-occupant of the property who moves because of an arm's length acquisition;
- **The Stanislaus Urban** County or its sub-grantee notifies the person that they will not displace him or her for the project;
- The person retains the right of use and occupancy of the real property following the acquisition; or
- **The Stanislaus Urban** County determines that the person is not displaced as a direct result of the acquisition, rehabilitation, or demolition for the project and the HUD field office concurs in the determination.

F. Minimizing Displacement

Stanislaus County will take reasonable steps to minimize displacement occurring as a result of its CDBG, ESG, **NSP**, and HOME activities. This means that **the Stanislaus Urban** County will:

- Consider if displacement will occur as part of funding decisions and project feasibility determinations;
- Assure, whenever possible that occupants of buildings to be rehabilitated are offered an opportunity to return;
- Plan substantial rehabilitation projects in “stages” to minimize displacement; and
- Meet all HUD notification requirements so that affected persons do not move because they have not been informed about project plans and their rights.

G. Displacement Assistance

Consistent with the goals and objectives of the CDBG, ESG, **NSP**, and HOME programs, **the Stanislaus Urban** County will take all reasonable steps necessary to minimize displacement of persons, even temporarily. If displacement occurs, **the Stanislaus Urban** County will provide relocation assistance to all persons directly, involuntarily, and permanently displaced according to HUD regulations.

If **the Stanislaus Urban** County temporarily displaces a low- or moderate-income household, that household becomes eligible for certain relocation payments. The assistance applies to those persons residing in the residence at the time the application is processed and is based on the following procedures:

- If the structure and its occupants are determined eligible for temporary relocation assistance, the owner-occupants and tenants are eligible for the actual reasonable cost (based on fair market rent) of temporary lodging facilities until the structure is determined habitable by a housing or building inspector authorized by Stanislaus County to make the determination;
- **The Stanislaus Urban** County must approve housing and the Lessor and Lessee must sign a rent agreement before move-in. Housing must be comparable functionally to the displacement dwelling and decent, safe, and sanitary. This does not mean that the housing must be in comparable size. The term “functionally equivalent” means that it performs the same function, has the same principal features present, and can contribute to a comparable style of living. Approved lodging accommodations include apartments and houses. **The Stanislaus Urban** County does not reimburse “rental expenses” for living with a friend or family member;
- **The Stanislaus Urban** County may facilitate moving and storage of furniture with a moving company;
- Damage deposits, utility hookups, telephone hookups and insurance costs are not eligible for reimbursement; and
- **The Stanislaus Urban** County may pay the cost of relocation assistance from available Federal funds.

H. One-For-One Replacement Dwelling Units

The Stanislaus Urban County will generally avoid awarding funds for activities resulting in displacement. However, should **the Stanislaus Urban** County fund an activity, specific documentation is required to show the replacement of all occupied and vacant dwelling units

demolished or converted to another use. The following exception applies to the demolition of units:

Vacant blighted dwelling units that have been determined by **the Stanislaus Urban** County to be unsafe for human occupancy and subsequently demolished using federal funds shall not require replacement.

Should **the Stanislaus Urban** County fund an activity resulting in displacement, **the Stanislaus Urban** County will assure that relocation assistance is provided as described in 24 CFR 570.606(b)(2).

Consistent with the goals and objectives of the CDBG, ESG, **NSP**, and HOME programs, **the Stanislaus Urban** County will take all reasonable steps necessary to minimize displacement of persons from their homes. **The Stanislaus Urban** County will avoid funding projects that cause displacement of persons or businesses and will avoid funding any project that involves the conversion of low- and moderate-income housing to non-residential purposes.



**ANNUAL FUNDING AGREEMENT
DESIGNATING STANISLAUS COUNTY AS A SUB-RECIPIENT OF
HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS THROUGH THE
CITY OF TURLOCK/STANISLAUS COUNTY HOME CONSORTIUM
FISCAL YEAR 2018-2019**

THIS SUBRECIPIENT AGREEMENT is made and entered into this 26th day of June 2018, by and between the **CITY OF TURLOCK**, hereafter called "TURLOCK" and STANISLAUS COUNTY, hereinafter called "MEMBER".

WITNESSETH:

WHEREAS, on June 26, 2018, TURLOCK and Stanislaus County ("County"), acting on behalf of the Stanislaus Urban County, entered into an Inter-Governmental Agreement Renewing the Turlock/Stanislaus County HOME Consortium ("Cooperative Agreement") for a period of three years, with the effective dates of October 1, 2016 through September 30, 2019; to qualify for HOME Investment Partnerships Program ("HOME") funds funded through the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, members of the Turlock/Stanislaus County HOME Consortium ("Consortium") include the City of Turlock and the Stanislaus Urban County, which includes the unincorporated areas of Stanislaus County and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford (collectively "Consortium Members"); and

WHEREAS, TURLOCK serves as the lead agency of the Consortium, designated by HUD as the HOME Program Participating Jurisdiction; and

WHEREAS, TURLOCK shall disburse HOME funds for HOME-eligible activities in the Consortium Members' localities; and

WHEREAS, MEMBER must be designated a HOME Subrecipient in order to implement activities using HOME funds; and

WHEREAS, TURLOCK and MEMBER desire to enter into this Subrecipient Agreement ("Agreement") for the purpose of designating the MEMBER as a HOME subrecipient;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. Consortium Allocation, Administration Funds, Program Activities, and Agreement Term

1. Upon execution of this Agreement, MEMBER shall be designated as a HOME Sub-recipient for 2018-2019 fiscal year funds for the purpose of administering HOME-eligible activities, as further defined in subparagraph 2. below, in MEMBER'S locality, the funds for which shall be disbursed by TURLOCK.

2. The maximum amount of fiscal year 2018-2019 HOME funds covered by this Agreement shall be One Hundred Eighty-Seven Thousand Six Hundred Twenty-two Dollars

(\$187,622), of which One Hundred Eighty-Five Thousand One Hundred Twenty-two Dollars (\$185,122) shall be available for Homeowner Rehabilitation, Homebuyer, and Rental Development Program Activities as defined in subparagraphs a., b. and c., Two Thousand Five Hundred Dollars (\$2,500) shall be available for Program Administration. This funding will be disbursed on a reimbursement basis upon receipt of required program forms. In the event that HUD reduces the HOME allocation to the Consortium, MEMBER'S allocation may be reduced. Should MEMBER be unable to draw down all or a portion of its allocated administration funds by June 30, 2019, the remaining HOME funds will revert back to TURLOCK pursuant to the Re-Allocation Process described in Section I.6 below.

- a. Homeowner Rehabilitation funding will be provided for repairs and rehabilitation of owner-occupied units of income eligible person and families who meet the criteria of the HOME Program.
 - b. Homebuyer Program funding will be provided for down payment assistance for income eligible families and persons who meet the criteria of the HOME Program.
 - c. Rental Development activities will be used to acquire and or rehabilitate safe and affordable rental housing units of income eligible person and families who meet the criteria of the HOME Program.
3. This Agreement shall be in effect until June 30, 2019, or until all fiscal year 2018-2019 HOME funds are disbursed to MEMBER or for the duration of any affordability period required pursuant to 24 CFR Part 92 in conjunction with a project financed with fiscal year 2018-2019 HOME funds, whichever is longer.
4. Any changes to this Agreement shall be subject to the review and approval of TURLOCK and shall be codified through execution of a written amendment to this Agreement.
5. MEMBER acknowledges that there are timeliness deadlines in the commitment and expenditure of the funds in accordance with the HOME Program regulations. Failure to commit and expend the funds in a timely manner as set forth in this Agreement and as required under the 24 CFR Part 92 will result in funds being re-allocated to other Consortium activities.
- a. MEMBER must commit funds under this Agreement to HOME-eligible projects within twelve (12) months ("Commitment Date") of the effective date of this Agreement in accordance with the definition of "commitment" as found in 24 CFR Part 92.2.
 - b. MEMBER must expend funds committed through this Agreement within four (4) years of the Commitment Date in accordance with 24 CFR 92.205(e)(2) and the definition of "project completion" as found in 24 CFR Part 92.2.
6. **Consortium Funding Re-allocation Process** – At the end of Fiscal Year 2018-2019, HOME funds not committed by MEMBER by the Commitment Date shall be re-allocated to TURLOCK for use on other HOME-eligible activities in the Consortium, through the following process administered by TURLOCK and as outlined in the Consortium's *HOME Program Policies and Procedures Manual*.
- a. Funding shall be available on a first-come-first-served basis to Consortium Members, with first priority given to Consortium Member jurisdictions who fully committed their annual funding allocation during Fiscal Year 2018-2019 and who demonstrate an active pipeline of homeowner rehabilitation and/or homebuyer projects which will be completed within six (6) months after the end of the Agreement Term (i.e., by

December 31, 2019).

- b. Re-allocated funding requests shall be made by Member Jurisdiction(s) no earlier than July 15, 2019 and no later than September 30, 2019.
- c. Funding not committed through the Re-allocation Process by September 30, 2019 shall be prioritized for development activities.

II. Activities and Program Delivery

1. As a subrecipient, MEMBER is responsible for identifying, selecting and implementing HOME-eligible activities within its jurisdiction. This includes contracting for the performance of these activities with other entities for HOME-eligible activities. In its role as subrecipient, MEMBER is responsible for fulfilling all the requirements of the HOME Program and for ensuring that HOME requirements are fulfilled by its contractors, as applicable.
2. MEMBER is responsible for managing Fiscal Year 2018-2019 HOME funds in a manner satisfactory to TURLOCK and consistent with the standards, policies and procedures required as a condition of providing these funds under 24 CFR Part 92 and as outlined in the Consortium's *HOME Program Policies and Procedures Manual*.
3. **Exhibit A** attached hereto contains MEMBER's projected HOME activities to be undertaken during the 2018-2019 fiscal year, including the number of units to be assisted through Housing Rehabilitation Activities, the number of units to be assisted through Homebuyer Activities, the number of units to be assisted through Rental Development, the projected budget for each activity, tasks to be performed, projected schedule for commitment of funding, projected schedule for completing the activity, and proposed sources of match.
4. MEMBER is responsible for preparing the environmental review record for any project assisted through this Agreement in compliance with the National Environmental Protection Act and 24 CFR 58. A copy of any such review shall be sent to TURLOCK for TURLOCK's review, approval and formal signature as Responsible Entity, prior to MEMBER entering into a commitment of HOME funds for the subject activity.
5. MEMBER agrees that prior to project commitment, it shall conduct an underwriting and subsidy layering analysis for each HOME-funded project proposed to be funded with Fiscal Year 2018-2019 HOME funds as required by the standards, policies and procedures outlined in the Consortium's *HOME Program Policies and Procedures Manual* and if applicable by activity type.
6. MEMBER 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 MEMBER 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 where applicable. The form of the contract and deed restriction shall be approved by TURLOCK in advance of its execution. A copy of all contracts for HOME-funded activities shall be made available to TURLOCK upon request.
7. MEMBER agrees to abide by uniform administrative requirements stated in 24 CFR Part 92.505, specifically MEMBER agrees to comply with the requirements of 2 CFR

Part 200 formerly Office of Management and Budget (OMB) Circular No. A-87 "Cost Principles for States, Local, and Indian Tribal 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". The requirements of 2 CFR part 200 formerly OMB Circular No. A-122 and requirements of 24 CFR part 84 apply to subrecipients receiving HOME funds that are nonprofit organizations and that are not a governmental subrecipient:

8. To comply with the HOME regulation at 24 CFR Part 92.502(c)(2) that funds be spent within 15 days of disbursement, MEMBER shall request reimbursement of expenditures from TURLOCK. The amount of the reimbursement request may not exceed the amount needed by MEMBER and MEMBER shall expend program income before requesting a reimbursement from TURLOCK.
9. MEMBER agrees that program income and assets will be retained by MEMBER and must be accounted for and kept separately from other funds in compliance with HOME regulations. MEMBER shall report on program income in compliance with the policies and procedures outlined in the Consortium's *HOME Program Policies and Procedures Manual*.
10. Loan repayments, interest or other return on MEMBER's investments of HOME funds disbursed through this contract shall be collected by MEMBER and MEMBER may retain payments for future activities funded with HOME funds in accordance with HOME regulations. However, at the end of the fiscal year, all program income must be returned to Turlock for accounting and activity completion purposes.
11. Upon expiration of this Agreement, MEMBER must transfer to TURLOCK any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.
12. TURLOCK and MEMBER 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 TURLOCK.
13. MEMBER shall ensure that written agreements with for-profit owners or developers, nonprofit owners or developers or sponsors, sub-recipients, homeowners, homebuyers, tenants (or landlords) receiving tenant-based rental assistance, or contractors are prepared in accordance with 24 CFR 92.504. Such agreements must state if repayment of HOME funds or recaptured HOME funds must be remitted to TURLOCK or retained by MEMBER for additional eligible activities.
14. TURLOCK and MEMBER 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, TURLOCK and MEMBER 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 (5) years or in accordance with 24 CFR Part 92.508(c),

whichever is longer.

III. Administrative and Financial Requirements

1. MEMBER shall comply with 24 CFR Parts 84.20 and 85.20 and Treasury Circular 1075 and comply with the following financial management standards.
 - a. *Accounting Standards* - MEMBER 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.
 - b. *Auditing* - MEMBER 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:
 - i. Examine any records of MEMBER 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
 - ii. Interview any officer or employee of MEMBER or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.
 - iii. Additionally, HOME provides authority for any representatives of an appropriate Inspector General to examine any records or interview any employee or officers of MEMBER or its subcontractors working on this contract. MEMBER 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 MEMBER plans, or parts of them, engaged in performing the agreement. Any deficiencies noted in audit reports must be fully cleared by TURLOCK within thirty (30) days after receipt by MEMBER. TURLOCK shall have, in addition to any other audit or inspection right in this Agreement, all the audit and inspection rights contained in this section, including the right to monitor MEMBER for its performance under the terms and provisions of this Agreement and MEMBER's use of fiscal year 2018-2019 HOME funds.
2. *Close-outs* - MEMBER's obligation to TURLOCK 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 TURLOCK), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that MEMBER has control over HOME funds.
3. *Compliance* - MEMBER 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 TURLOCK upon termination of this agreement. (Refer to 24 CFR Part 85).

4. *Procurement Standards* - Unless specified otherwise within this agreement, MEMBER shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40-48.
5. *Fees* – MEMBER may not charge servicing, origination, or other fees for the costs of administering the HOME program, except as permitted by § 92.214(b)(1).
6. *Land Covenants* - This Agreement 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 Agreement, MEMBER 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 MEMBER and the United States are beneficiaries of and entitled to enforce such covenants. MEMBER, 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.

IV. Other Federal Requirements

1. The Federal requirements set forth in 24 CFR Part 5, subpart A, are applicable to MEMBER, inclusive of: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace.
2. MEMBER shall carry out each HOME activity in compliance with all Federal laws and regulations described in subpart H of the HOME Rule at 24 CFR Part 92, with the exception that TURLOCK shall review and approve the environmental review before HOME funds are committed, as noted in Section II.4 above. These requirements are further specified as follows:
 - a. *Affirmative Marketing* – MEMBER must follow the Consortium's affirmative marketing procedures and requirements for rental and homebuyer projects containing five (5) or more HOME-assisted housing units. Affirmative marketing requirements and procedures also apply to all HOME-funded programs, including, but not limited to, tenant-based rental assistance and down-payment assistance programs. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status, or disability. If a written agreement with a project owner permits the rental housing project to limit tenant eligibility or to have a tenant preference in accordance with §92.253(d)(3), the Consortium's affirmative marketing procedures and requirements shall apply in the context of the limited/preferred tenant eligibility for the project.
 - b. *Affirmative Action - Approved Plan* - MEMBER agrees that it shall be committed to carry out pursuant to the applicable provisions of 24 CFR 92.351 the Affirmative Action Program in keeping with the principles as provided in President's Executive

Order 11246 of September 24, 1966.

- i. *Women and Minority-Owned Businesses (W/MBE)* - MEMBER 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. MEMBER may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
 - ii. *Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement* - MEMBER, in all solicitations or advertisements for employees placed by or on behalf of MEMBERS, will state that it is an Equal Opportunity or Affirmative Action employer, in accordance with 24 CFR 5.105.
 - iii. Public notices, job vacancies should be published in minority publications whenever possible.
- c. *Displacement, Relocation, and Acquisition* – MEMBER shall ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted with HOME funds. To the extent feasible, residential tenants must be provided a reasonable opportunity to lease and occupy a suitable, decent, safe, sanitary, and affordable dwelling unit in the building/complex upon completion of the project. MEMBER shall adhere to each of the provisions of 24 CFR 92.353 with respect to a person (family individual, business, nonprofit organization, or farm, including any corporation, partnership or association) that moves from real property or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted with HOME funds. Temporary relocation is required pursuant to 24 CFR 92.353(b) for residential tenants who will not be required to move permanently, but who must relocate temporarily for the project. The acquisition of real property for a project is subject to the URA and the requirements of 49 CFR Part 24, Subpart B.
- d. *Labor Standards* – MEMBER shall ensure that every contract for the construction (rehabilitation or new construction) of housing that includes twelve (12) or more units assisted with HOME funds must contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a-276a-5), to all laborers and mechanics employed in the development of any part of the housing. Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332). The HOME Program 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 following standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated into this contract and any subcontracts for HOME-funded activities subject to the Labor Standards provisions of the Davis-Bacon Act.

- i. *Prevailing Wage* – MEMBER 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.
- ii. *Salaries* - The salaries paid under this contract shall be in accordance with the following provision of 2 CFR Part 200 formerly OMB Circular A-87 and 24 CFR Part 92.207 (a) (1) Eligible Administrative and Planning Costs.
- iii. *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.
- iv. MEMBER may, at its discretion, complete a salary comparability study within the intent of 2 CFR Part 200 formerly OMB Circular A-87.
- e. *"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 TURLOCK. MEMBER certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements. MEMBER further agrees to comply with these "Section

3" requirements and to include the following language in all subcontracts executed under this agreement:

- i. *"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."*
- ii. MEMBER 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.
- iii. MEMBER certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.
- iv. MEMBER 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.
- v. MEMBER 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. MEMBERS 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.
- f. *Lead-based paint* - Housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, M and R.

- g. *Conflict of Interest* - In the procurement of property and services by MEMBER and any subrecipients, the conflict of interest provisions 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 24 CFR 92.356(b) through (f) apply. No member, officer, or employee of TURLOCK or MEMBER or their designees or agents, including employees, agents, consultants, officers, or elected or appointed official of community and advisory agencies that assist MEMBER 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. MEMBER 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 MEMBERS 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.

V. General Requirements

1. *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 MEMBER by TURLOCK under this Agreement will comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Useable by the Physically Handicapped".
2. *Section 504* - MEMBER 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.
3. *Prohibited Activity* - MEMBER 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 similar activities. Likewise, MEMBER is prohibited from engaging in nepotism.
4. MEMBER shall comply with all applicable laws, ordinances and codes of Federal, State and local governments, in the performance of this Agreement.
5. MEMBER 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 Consortium.
6. MEMBER 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 TURLOCK and MEMBERS pursuant to this contract.

- a. Deny any services or other benefit provided under the program or activity;
 - b. Provide any service or other benefit which is different or is provided in a different form from that provided to others under the program or activity;
 - c. Subject to segregated or separate treatment in any facility in or in any manner or process related to receipt of any service or benefit under the program or activity;
 - d. Restrict in any way the enjoyment of any advantage or privilege enjoyed by others 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.
7. MEMBER shall comply with Executive Order 13166 to improve access to services for persons with Limited English Proficiency ("LEP") including developing a Language Access Plan.
 8. MEMBER agrees to defend, indemnify and hold harmless TURLOCK 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 MEMBER in the performance of the scope of work except those arising by reason of the sole negligence of TURLOCK, its officers, employees or agents.
 9. TURLOCK agrees to defend, indemnify and hold harmless MEMBER 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 TURLOCK in the performance of the scope of work except those arising by reason of the sole negligence of MEMBER, its officers, employees or agents.
 10. If MEMBER withdraws from the Consortium and it becomes a HOME Participating Jurisdiction, at MEMBER'S request and with HUD approval TURLOCK shall transfer to MEMBER any accounts receivable attributable to MEMBER'S allocation of HOME funds, any MEMBER'S allocation of HOME funds, and any Program Income attributable to MEMBER'S HOME allocation on hand at the time that MEMBER withdraws from the Consortium. Along with this transfer, MEMBER shall assume all obligations and responsibilities attributable to such funds, and TURLOCK shall be relieved of all such obligations and responsibilities.
 11. If MEMBER withdraws from the Consortium and does not become a HOME Participating Jurisdiction, TURLOCK shall retain any accounts receivable attributable to MEMBER'S allocation of HOME funds, any MEMBER'S allocation of HOME funds, and any Program Income attributable to MEMBER'S HOME allocation on hand at the

**EXHIBIT A to Sub-recipient Agreement for HOME Funds between City of Turlock and Member Jurisdiction
Turlock/Stanislaus County HOME Consortium
ACTIVITY TYPE, GOALS, BUDGET, TASKS & SCHEDULE**

Member Jurisdiction Name:	STANISLAUS COUNTY
Fiscal Year:	2018-2019
Member's Program Activity Allocation (for Homebuyer & Rehab):	\$185,122

**FY18-19 Allocation TOTAL is amount noted in FY18-19 Funding Agreement for Homebuyer and Homeowner Rehab Activities (total excludes Program Administration allocation). **Program Income amount is an estimate only; not included in amount in Section I.2 of Agreement.*

		Goals by Household Income Level				
	FY Goals	<30% AMI	31-50% AMI	51-60% AMI	61-80% AMI	TOTAL
Homebuyer Down payment Assistance						
Projected Number of Units to be Assisted	1				1	1
FY 2018-19 Allocation for Homebuyer Activity	\$50,000					
HOME Program Income (estimated)**	\$					
Projected Commitments						
Projected Completions						
General description of tasks to be completed under activity: Advertise program availability as needed and secure applications from clients seeking First Time Home Buyer loan assistance; collect and prepare file and loan documents; close out project; prepare completion report.						
Schedule for Completion of tasks: June 2019						
Proposed source(s) of match (as applicable):						

		Goals by Household Income Level				
	FY Goals	<30% AMI	31-50% AMI	51-60% AMI	61-80% AMI	TOTAL
Single Family Owner-Occupied Rehabilitation & Rental Development Activities						
Projected Number of Units to be Assisted	1				1	1
FY 2018-2019 Allocation for Activity	\$135,122					
HOME Program Income (estimated)**	\$					
Projected Commitments						
Projected Completions						
General description of tasks to be completed under activity: Member will purchase eligible property and or advertise Rehabilitation program availability and secure applications seeking rehab loan assistance and approve homeowners; conduct inspections and prepare work write-up; solicit competitive bids and enter contract with contractor for work; prepare loan documents; complete rehabilitation; conduct project final inspection and close out project; prepare completion report.						
Schedule for Completion of tasks: June 2019						
Proposed source(s) of match (as applicable):						

		Goals by Household Income Level				
	STANISLAUS COUNTY	<30% AMI	31-50% AMI	51-60% AMI	61-80% AMI	TOTAL
Total Annual Goals (All Activities)						
Projected Number of Units to be Assisted	2	0	0	0	2	2
FY 2018-2019 Allocation TOTAL*	\$185,122					
HOME Program Income (estimated)**	\$0					
Projected Commitments	0	0	0	0	0	0
Projected Completions	0	0	0	0	0	0

**STANISLAUS URBAN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUBRECIPIENT AGREEMENT**

This Subrecipient 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, 2018.

WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant (“CDBG”) program for Fiscal Year 2018-2019 (July 1, 2018 to June 30, 2019) in the amount \$2,390,534 as an “Urban County” as set forth under Title I of the Housing and Community Development Act of 1974; and

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. **2018-0265**, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

WHEREAS, COUNTY and CITIES desire to enter into this Subrecipient Agreement for the purpose of designating the City as a CDBG subrecipient; and

WHEREAS, 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;

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

A. The County and each City shall receive an allocation based upon a population and poverty calculation as set forth below:

Jurisdiction	Poverty & Population
Stanislaus County	\$665,250
Ceres	\$266,485
Hughson	\$133,284
Newman	\$151,357
Oakdale	\$167,003
Patterson	\$151,189
Waterford	\$138,806
TOTAL	\$1,673,374

B. The County and each City shall also receive an amount not to exceed twenty percent of the total Fiscal Year 2018-2019 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 Urban County administrative funding distribution breakdown:

Jurisdiction	Administration
Stanislaus County	\$353,843
Ceres	\$ 16,544
Hughson	\$ 16,544
Newman	\$ 16,544
Oakdale	\$ 16,544
Patterson	\$ 16,544
Waterford	\$ 16,544
TOTAL	\$453,107

C. An amount not to exceed ten percent of the total Fiscal Year 2018-2019 CDBG entitlement funds, \$239,053, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Urban County CDBG Public Service Grant Program.

D. An amount not to exceed \$25,000 of the available administrative funding shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).

E. 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.

F. 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.

G. Each party has the responsibility to ensure its activities comply with the HUD Certified Fiscal Year 2018-2019 Stanislaus Urban County Annual Action Plan.

H. Each party agrees to comply with reporting requirements set forth in 2 CFR 200.500 et seq. (formerly OMB A-133) regarding standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments expending Federal awards.

I. Each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

1. SCOPE OF WORK

1.1 **General Scope.** City shall utilize CDBG funds to deliver its activities as described in the Fiscal Year 2018-2019 Stanislaus Urban County Annual Action Plan, as certified by HUD.

1.2 **Term.** This Agreement shall be in effect until June 30, 2019, or until all Fiscal Year 2018-2019 CDBG funds are disbursed to City. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which City remains in control of CDBG funds or other CDBG assets, including program income.

2. COMPENSATION

2.1 **Allocation Amount.** City shall be paid the total compensation amount as indicated in sections A and B above for CDBG activities and administrative activities respectively.

2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) City must request a first draw by October 1, 2018; (2) A second draw by January 14, 2019; (3)

A third draw by April 15, 2019; and (4) A fourth and final draw by June 30, 2019. Additional draws may be required and shall be provided as requested by the County if all funds are not used by June 30, 2019.

2.3 **Certification of Expenses.** In every case, draws will be dispersed to City subject to receipt of a Request for Funds “RFF” specifying and certifying that such expenses are in conformance with this Agreement, and that City is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with original authorized signatures; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant activity scope.

2.4 **Authorized Personnel.** Person executing this agreement on behalf of City shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.

2.5 **Salaries.** The salaries paid under this Agreement shall be in accordance with the following provision of 2 CFR 200.430 (formerly OMB Circular A-87) and 24 CFR 570.206 Program Administrative Costs. City shall submit time sheets to document expenses for staff. 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.

Fringe benefits, which includes taxes and insurance costs paid by the City on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. 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 City. 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.

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 Community Development 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.** City 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.** In the event that City is found to have expended grant funds for in-eligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87 “Cost Principles for State, Local, and Indian Tribal Governments”), such funds shall be returned to the County.

3.4 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c). 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 and must be accounted for and kept separately from other funds in compliance with CDBG regulations. 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.

3.5 **Termination of Contract.** Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if City materially fails to comply with any term of the grant agreement, or for convenience, as set forth in section 13 below.

(1) City 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, termination, or upon City becoming insolvent, City 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 City’s control that was acquired or improved in whole or in part with grant funds (including grant funds provided to City in the form of a loan) shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned grant funds or payments, if any, shall be treated by County as program income.

4. PROGRAM ACTIVITY ELIGIBILITY

4.1 **General Eligibility.** Eligibility of program activities, shall be evaluated and documented by City prior to identifying in Annual Action Plan to determine if activities meet the eligibility criteria established under 24 CFR 570.208. Eligibility of program activities, including an evaluation for consistency with an Urban County approved and HUD certified, Annual Action Plan shall be conducted prior to any release of funds by the County.

4.2 **Income Standards.** City agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Program. The method of Income eligibility must be determined based on the National Objective being met and scope of CDBG activity to be carried out.

4.3 **Eligible Urban County Areas.** Program beneficiaries must reside within the income eligible Urban County areas as defined by HUD and Stanislaus County. These areas include the CDBG eligible Census Block Groups within the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County.

4.4 **Environmental Review Record.** City is responsible for preparing the environmental review record for any project assisted through this Agreement in compliance with the California Environmental Quality Act, the National Environmental Protection Act, and 24 CFR 58. A copy of any such review shall be sent to the County for County’s review, approval, and formal signature as Responsible Entity, prior to City

entering into a commitment of CDBG funds for the subject activity. The environmental review record shall include, but not be limited to, all documents which have been prepared, circulated, posted, or published to reflect an environmental determination made by the City. The City's CDBG administration funds may be used to cover costs associated with environmental review compliance by the County, if outside consulting services are required to be used by the County. An estimate of costs associated with environmental review compliance shall be provided by the City to the County for review and approval prior to any expenditure.

(1) Any CDBG funding used to cover costs associated with the environmental review record shall be an administrative cost. No activity funds shall be utilized or encumbered until County approval of the environmental record has occurred.

5. DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS

5.1 **Documentation.** Implementation of program activities, including determinations of eligibility, evidence of eligible activity costs, fiscal management, and CDBG contract and subcontract records shall be documented.

5.2 **Quarterly/Closeout Reports.** City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, 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. In addition, Organization shall submit, no later than 30 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

5.3 **HUD Sponsored Research.** Upon request, City shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.

5.4 **DUNS Number Requirement.** City 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).

5.5 **Data Required.** City shall maintain activity beneficiary data such as area demographics, number of housing units, and number of people who will benefit from activities funded with grant funds. City also agrees to report the number of jobs created with CDBG funds, if applicable, in the quarterly report to be provided to County.

5.6 **General Records.** City shall keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. City 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, HUD, and any authorized representatives 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 City. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

5.7 **Privacy Procedures.** City shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (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 City.

5.8 **Audit Provision.** City agrees to provide to County, at City's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by City, including the distribution of any CDBG Grant Funds for Fiscal Year 2018-2019 and previous fiscal years. City agrees to provide additional audits upon request.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

6.1 **General Uniform Administrative Requirements.** City shall comply with 24 CFR 570.502-Applicability of Uniform Administrative Requirements and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87, "Cost State, Local, and Indian Tribal Governments").

6.2 **Reasonable Grant Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. 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 City 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 City, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the City which may unjustifiably increase the award costs.

6.3 **Allocable Grant Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable, consistent with applicable federal regulations. 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 City, although a direct relationship to any particular cost objective cannot be shown.

7. HOLD HARMLESS AND INDEMNITY AGREEMENT

7.1 **General Indemnification.** City 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 City, whether or not the act or omission arises from the sole negligence or other liability of City, 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 City, its staff or program participants, and City 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 City 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, City 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

City shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

City shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the City's delivery of services.

(1) City 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) City 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) City will, in all solicitations or advertisements for employees placed by or on behalf of City, 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 City 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 City retains its authority over its internal governance, and it may retain religious terms in its City's name, select its board members on a religious basis, and include religious references in its City'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 **HUD Section 3 Compliance.** City 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.** City 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 and Davis-Bacon and Related Act Requirements.** City shall comply with all applicable federal labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.) and Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

8.6 **Displacement, Relocation, Acquisition & Replacement of Housing.** Consistent with 24 CFR 570.606 and the Stanislaus Urban County’s Anti-Displacement and Relocation Policy Plan, City shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.

8.7 **Eligibility Restrictions.** City 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. **CONSTRUCTION CONTRACTS**

9.1 **Contract Provisions.** City and the County agree to include the following contract provisions in any construction contracts utilizing funds received pursuant to this Agreement:

(1) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all construction contracts shall include the equal opportunity clause provided under 41 CFR 60-1.4(b).

(2) **Davis-Bacon Act.** All prime construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148). Contractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. City or County shall include a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. City or County shall report all suspected or reported violations to HUD.

(3) **Copeland “Anti-Kickback” Act.** All construction contracts shall include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3), prohibiting the contractor from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. City shall report all suspected or reported violations to HUD.

(4) **Contract Work Hours and Safety Standards.** Any construction contract in excess of \$100,000 that involves the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5, which require each contractor to compute the wages of mechanics and laborers on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for hours worked in excess of the standard 40 hour work

week. In addition, no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous.

(5) **Byrd Anti-Lobbying Amendment.** Any construction contract in excess of \$100,000 shall require the contractor to file the required Byrd Anti-Lobbying certification, certifying that the contractor will not and has not used Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a Federal contract, grant, or award, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

9.2 **Debarment and Suspension.** No contract may be awarded to parties listed on the government-wide exclusions in the System for Award Management, in accordance with the OMB guidelines at 2 CFR 180.

10. **CONFLICTS OF INTEREST**

10.1 **Hatch Act Incorporated.** Neither City 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).

10.2 **Conflict of Interest.** City shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of City 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 City 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.

10.3 **Lobbying and Disclosure Requirements.** City certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or 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, City shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10.4 **Campaign Contribution Disclosure.** City 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.

11. **DRUG-FREE WORK PLACE**

11.1 **Drug-free Workplace.** City 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.

12. ENVIRONMENTAL LAW COMPLIANCE

12.1 **Lead Poisoning Prevention Act.** City 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.

12.2 **Clean Air Act and Federal Water Pollution Control Act.** Organization agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended. (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13. TERMINATION OF SERVICES & REVERSION OF ASSETS

13.1 **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. Such notice shall include the reasons for termination. (1) City 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 for cause, or if City fails to comply with the terms and conditions of an award, including: (a) Failure of City to file required reports; (b) Failure of City 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 City 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, City shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

13.2 **Insolvency.** If the City becomes insolvent, all unused CDBG funds shall be returned to the County for disposition.

14. GENERAL TERMS AND CONDITIONS

14.1 **Other program requirements.** City agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that City does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

14.2 **Assignment.** Without written consent of County, this Agreement is not assignable by City, either in whole or in part.

14.3 **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.

14.4 **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.

14.5 **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.

14.6 **Integration.** This Agreement represents the entire understanding of County and City 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 14.3 or 14.4.

14.7 **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 City 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: Business Manager
1010 Tenth Street, Suite 3400
Modesto, CA 95354

To City: See Attachment 1 – Urban County City Notice Information

14.8 **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.

14.9 **Authorization.** City has authorized the undersigned person signing as officers on behalf of City, to enter into this Agreement on behalf of said City and to bind the same to this Agreement, and, further that said City 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.

14.10 **Counterparts.** This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

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


Signatures on following pages –

COUNTY OF STANISLAUS

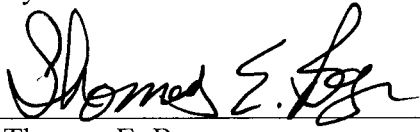
By  _____
Jody Hayes
Chief Executive Officer

Dated 9/8/18

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
Assistant County Counsel

Attachment 1
Urban County City Notice Information

City of Ceres
Department of Planning
2720 Second Street
Ceres, CA 95307

City of Hughson
Department of Planning
P.O. Box 9
Hughson, CA 95326

City of Newman
Department of Planning
P.O. Box 787
Newman, CA 95360

City of Oakdale
Department of Planning
455 S. Fifth Street
Oakdale, CA 95361

City of Patterson
Department of Planning
P.O. Box 667
Patterson, CA 95363

City of Waterford
Department of Planning
P.O. Box 199
Waterford, CA 95386

**STANISLAUS URBAN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUBRECIPIENT AGREEMENT**

This Subrecipient 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, 2018.

WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant (“CDBG”) program for Fiscal Year 2018-2019 (July 1, 2018 to June 30, 2019) in the amount \$2,390,534 as an “Urban County” as set forth under Title I of the Housing and Community Development Act of 1974; and

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. **2018-0265**, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

WHEREAS, COUNTY and CITIES desire to enter into this Subrecipient Agreement for the purpose of designating the City as a CDBG subrecipient; and

WHEREAS, 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;

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

A. The County and each City shall receive an allocation based upon a population and poverty calculation as set forth below:

Jurisdiction	Poverty & Population
Stanislaus County	\$665,250
Ceres	\$266,485
Hughson	\$133,284
Newman	\$151,357
Oakdale	\$167,003
Patterson	\$151,189
Waterford	\$138,806
TOTAL	\$1,673,374

B. The County and each City shall also receive an amount not to exceed twenty percent of the total Fiscal Year 2018-2019 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 Urban County administrative funding distribution breakdown:

Jurisdiction	Administration
Stanislaus County	\$353,843
Ceres	\$ 16,544
Hughson	\$ 16,544
Newman	\$ 16,544
Oakdale	\$ 16,544
Patterson	\$ 16,544
Waterford	\$ 16,544
TOTAL	\$453,107

C. An amount not to exceed ten percent of the total Fiscal Year 2018-2019 CDBG entitlement funds, \$239,053, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Urban County CDBG Public Service Grant Program.

D. An amount not to exceed \$25,000 of the available administrative funding shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).

E. 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.

F. 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.

G. Each party has the responsibility to ensure its activities comply with the HUD Certified Fiscal Year 2018-2019 Stanislaus Urban County Annual Action Plan.

H. Each party agrees to comply with reporting requirements set forth in 2 CFR 200.500 et seq. (formerly OMB A-133) regarding standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments expending Federal awards.

I. Each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

1. SCOPE OF WORK

1.1 **General Scope.** City shall utilize CDBG funds to deliver its activities as described in the Fiscal Year 2018-2019 Stanislaus Urban County Annual Action Plan, as certified by HUD.

1.2 **Term.** This Agreement shall be in effect until June 30, 2019, or until all Fiscal Year 2018-2019 CDBG funds are disbursed to City. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which City remains in control of CDBG funds or other CDBG assets, including program income.

2. COMPENSATION

2.1 **Allocation Amount.** City shall be paid the total compensation amount as indicated in sections A and B above for CDBG activities and administrative activities respectively.

2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) City must request a first draw by October 1, 2018; (2) A second draw by January 14, 2019; (3)

A third draw by April 15, 2019; and (4) A fourth and final draw by June 30, 2019. Additional draws may be required and shall be provided as requested by the County if all funds are not used by June 30, 2019.

2.3 **Certification of Expenses.** In every case, draws will be dispersed to City subject to receipt of a Request for Funds “RFF” specifying and certifying that such expenses are in conformance with this Agreement, and that City is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with original authorized signatures; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant activity scope.

2.4 **Authorized Personnel.** Person executing this agreement on behalf of City shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.

2.5 **Salaries.** The salaries paid under this Agreement shall be in accordance with the following provision of 2 CFR 200.430 (formerly OMB Circular A-87) and 24 CFR 570.206 Program Administrative Costs. City shall submit time sheets to document expenses for staff. 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.

Fringe benefits, which includes taxes and insurance costs paid by the City on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. 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 City. 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.

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 Community Development 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.** City 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.** In the event that City is found to have expended grant funds for ineligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87 “Cost Principles for State, Local, and Indian Tribal Governments”), such funds shall be returned to the County.

3.4 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c). 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 and must be accounted for and kept separately from other funds in compliance with CDBG regulations. 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.

3.5 **Termination of Contract.** Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if City materially fails to comply with any term of the grant agreement, or for convenience, as set forth in section 13 below.

(1) City 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, termination, or upon City becoming insolvent, City 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 City’s control that was acquired or improved in whole or in part with grant funds (including grant funds provided to City in the form of a loan) shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned grant funds or payments, if any, shall be treated by County as program income.

4. PROGRAM ACTIVITY ELIGIBILITY

4.1 **General Eligibility.** Eligibility of program activities, shall be evaluated and documented by City prior to identifying in Annual Action Plan to determine if activities meet the eligibility criteria established under 24 CFR 570.208. Eligibility of program activities, including an evaluation for consistency with an Urban County approved and HUD certified, Annual Action Plan shall be conducted prior to any release of funds by the County.

4.2 **Income Standards.** City agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Program. The method of Income eligibility must be determined based on the National Objective being met and scope of CDBG activity to be carried out.

4.3 **Eligible Urban County Areas.** Program beneficiaries must reside within the income eligible Urban County areas as defined by HUD and Stanislaus County. These areas include the CDBG eligible Census Block Groups within the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County.

4.4 **Environmental Review Record.** City is responsible for preparing the environmental review record for any project assisted through this Agreement in compliance with the California Environmental Quality Act, the National Environmental Protection Act, and 24 CFR 58. A copy of any such review shall be sent to the County for County’s review, approval, and formal signature as Responsible Entity, prior to City

entering into a commitment of CDBG funds for the subject activity. The environmental review record shall include, but not be limited to, all documents which have been prepared, circulated, posted, or published to reflect an environmental determination made by the City. The City's CDBG administration funds may be used to cover costs associated with environmental review compliance by the County, if outside consulting services are required to be used by the County. An estimate of costs associated with environmental review compliance shall be provided by the City to the County for review and approval prior to any expenditure.

(1) Any CDBG funding used to cover costs associated with the environmental review record shall be an administrative cost. No activity funds shall be utilized or encumbered until County approval of the environmental record has occurred.

5. DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS

5.1 **Documentation.** Implementation of program activities, including determinations of eligibility, evidence of eligible activity costs, fiscal management, and CDBG contract and subcontract records shall be documented.

5.2 **Quarterly/Closeout Reports.** City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, 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. In addition, Organization shall submit, no later than 30 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

5.3 **HUD Sponsored Research.** Upon request, City shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.

5.4 **DUNS Number Requirement.** City 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).

5.5 **Data Required.** City shall maintain activity beneficiary data such as area demographics, number of housing units, and number of people who will benefit from activities funded with grant funds. City also agrees to report the number of jobs created with CDBG funds, if applicable, in the quarterly report to be provided to County.

5.6 **General Records.** City shall keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. City 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, HUD, and any authorized representatives 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 City. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

5.7 **Privacy Procedures.** City shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (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 City.

5.8 **Audit Provision.** City agrees to provide to County, at City's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by City, including the distribution of any CDBG Grant Funds for Fiscal Year 2018-2019 and previous fiscal years. City agrees to provide additional audits upon request.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

6.1 **General Uniform Administrative Requirements.** City shall comply with 24 CFR 570.502- Applicability of Uniform Administrative Requirements and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87, "Cost State, Local, and Indian Tribal Governments").

6.2 **Reasonable Grant Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. 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 City 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 City, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the City which may unjustifiably increase the award costs.

6.3 **Allocable Grant Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable, consistent with applicable federal regulations. 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 City, although a direct relationship to any particular cost objective cannot be shown.

7. HOLD HARMLESS AND INDEMNITY AGREEMENT

7.1 **General Indemnification.** City 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 City, whether or not the act or omission arises from the sole negligence or other liability of City, 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 City, its staff or program participants, and City 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 City 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, City 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

City shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

City shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the City's delivery of services.

(1) City 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) City 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) City will, in all solicitations or advertisements for employees placed by or on behalf of City, 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 City 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 City retains its authority over its internal governance, and it may retain religious terms in its City's name, select its board members on a religious basis, and include religious references in its City'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 **HUD Section 3 Compliance.** City 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.** City 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 and Davis-Bacon and Related Act Requirements.** City shall comply with all applicable federal labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.) and Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

8.6 **Displacement, Relocation, Acquisition & Replacement of Housing.** Consistent with 24 CFR 570.606 and the Stanislaus Urban County's Anti-Displacement and Relocation Policy Plan, City shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.

8.7 **Eligibility Restrictions.** City 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. CONSTRUCTION CONTRACTS

9.1 **Contract Provisions.** City and the County agree to include the following contract provisions in any construction contracts utilizing funds received pursuant to this Agreement:

(1) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all construction contracts shall include the equal opportunity clause provided under 41 CFR 60-1.4(b).

(2) **Davis-Bacon Act.** All prime construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148). Contractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. City or County shall include a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. City or County shall report all suspected or reported violations to HUD.

(3) **Copeland "Anti-Kickback" Act.** All construction contracts shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3), prohibiting the contractor from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. City shall report all suspected or reported violations to HUD.

(4) **Contract Work Hours and Safety Standards.** Any construction contract in excess of \$100,000 that involves the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5, which require each contractor to compute the wages of mechanics and laborers on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for hours worked in excess of the standard 40 hour work

week. In addition, no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous.

(5) **Byrd Anti-Lobbying Amendment.** Any construction contract in excess of \$100,000 shall require the contractor to file the required Byrd Anti-Lobbying certification, certifying that the contractor will not and has not used Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a Federal contract, grant, or award, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

9.2 **Debarment and Suspension.** No contract may be awarded to parties listed on the government-wide exclusions in the System for Award Management, in accordance with the OMB guidelines at 2 CFR 180.

10. CONFLICTS OF INTEREST

10.1 **Hatch Act Incorporated.** Neither City 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).

10.2 **Conflict of Interest.** City shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of City 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 City 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.

10.3 **Lobbying and Disclosure Requirements.** City certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or 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, City shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10.4 **Campaign Contribution Disclosure.** City 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.

11. DRUG-FREE WORK PLACE

11.1 **Drug-free Workplace.** City 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.

12. ENVIRONMENTAL LAW COMPLIANCE

12.1 **Lead Poisoning Prevention Act.** City 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.

12.2 **Clean Air Act and Federal Water Pollution Control Act.** Organization agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended. (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13. TERMINATION OF SERVICES & REVERSION OF ASSETS

13.1 **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. Such notice shall include the reasons for termination. (1) City 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 for cause, or if City fails to comply with the terms and conditions of an award, including: (a) Failure of City to file required reports; (b) Failure of City 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 City 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, City shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

13.2 **Insolvency.** If the City becomes insolvent, all unused CDBG funds shall be returned to the County for disposition.

14. GENERAL TERMS AND CONDITIONS

14.1 **Other program requirements.** City agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that City does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

14.2 **Assignment.** Without written consent of County, this Agreement is not assignable by City, either in whole or in part.

14.3 **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.

14.4 **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.

14.5 **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.

14.6 **Integration.** This Agreement represents the entire understanding of County and City 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 14.3 or 14.4.

14.7 **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 City 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: Business Manager
1010 Tenth Street, Suite 3400
Modesto, CA 95354

To City: See Attachment 1 – Urban County City Notice Information

14.8 **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.


14.9 **Authorization.** City has authorized the undersigned person signing as officers on behalf of City, to enter into this Agreement on behalf of said City and to bind the same to this Agreement, and, further that said City 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.

14.10 **Counterparts.** This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

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

Signatures on following pages –

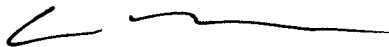
COUNTY OF STANISLAUS

By 

Jody Hayes
Chief Executive Officer

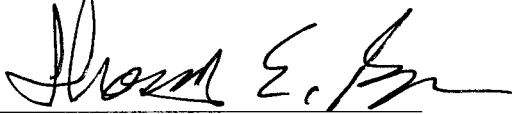
Dated 9/8/18

APPROVED AS TO CONTENT:
Angela Freitas, Director
Planning and Community Development Department

By 

Angela Freitas
Director

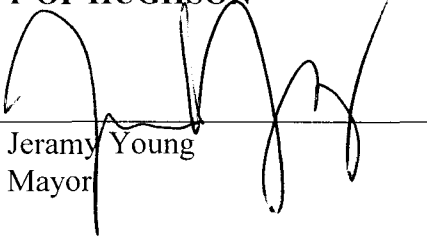
APPROVED AS TO FORM:
John P. Doering
County Counsel

By 

Thomas E. Boze
Assistant County Counsel

CITY OF HUGHSON

By

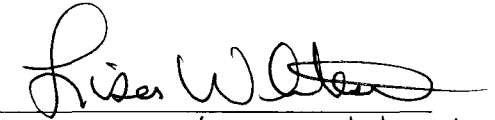

Jeramy Young
Mayor

Dated

7/23/2018


ATTEST:

By


~~Susana Diaz~~ Lisa Whiteside
City Clerk


APPROVED AS TO CONTENT:

By


Raul L. Mendez
City Manager

APPROVED AS TO FORM:

By


Daniel V. Schroeder
City Attorney

Attachment 1 Urban County City Notice Information

City of Ceres
Department of Planning
2720 Second Street
Ceres, CA 95307

City of Hughson
Department of Planning
P.O. Box 9
Hughson, CA 95326

City of Newman
Department of Planning
P.O. Box 787
Newman, CA 95360

City of Oakdale
Department of Planning
455 S. Fifth Street
Oakdale, CA 95361

City of Patterson
Department of Planning
P.O. Box 667
Patterson, CA 95363

City of Waterford
Department of Planning
P.O. Box 199
Waterford, CA 95386

**STANISLAUS URBAN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUBRECIPIENT AGREEMENT**

This Subrecipient 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, 2018.

WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant (“CDBG”) program for Fiscal Year 2018-2019 (July 1, 2018 to June 30, 2019) in the amount \$2,390,534 as an “Urban County” as set forth under Title I of the Housing and Community Development Act of 1974; and

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. **2018-0265**, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

WHEREAS, COUNTY and CITIES desire to enter into this Subrecipient Agreement for the purpose of designating the City as a CDBG subrecipient; and

WHEREAS, 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;

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

A. The County and each City shall receive an allocation based upon a population and poverty calculation as set forth below:

Jurisdiction	Poverty & Population
Stanislaus County	\$665,250
Ceres	\$266,485
Hughson	\$133,284
Newman	\$151,357
Oakdale	\$167,003
Patterson	\$151,189
Waterford	\$138,806
TOTAL	\$1,673,374

B. The County and each City shall also receive an amount not to exceed twenty percent of the total Fiscal Year 2018-2019 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 Urban County administrative funding distribution breakdown:

Jurisdiction	Administration
Stanislaus County	\$353,843
Ceres	\$ 16,544
Hughson	\$ 16,544
Newman	\$ 16,544
Oakdale	\$ 16,544
Patterson	\$ 16,544
Waterford	\$ 16,544
TOTAL	\$453,107

C. An amount not to exceed ten percent of the total Fiscal Year 2018-2019 CDBG entitlement funds, \$239,053, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Urban County CDBG Public Service Grant Program.

D. An amount not to exceed \$25,000 of the available administrative funding shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).

E. 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.

F. 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.

G. Each party has the responsibility to ensure its activities comply with the HUD Certified Fiscal Year 2018-2019 Stanislaus Urban County Annual Action Plan.

H. Each party agrees to comply with reporting requirements set forth in 2 CFR 200.500 et seq. (formerly OMB A-133) regarding standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments expending Federal awards.

I. Each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

1. SCOPE OF WORK

1.1 **General Scope.** City shall utilize CDBG funds to deliver its activities as described in the Fiscal Year 2018-2019 Stanislaus Urban County Annual Action Plan, as certified by HUD.

1.2 **Term.** This Agreement shall be in effect until June 30, 2019, or until all Fiscal Year 2018-2019 CDBG funds are disbursed to City. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which City remains in control of CDBG funds or other CDBG assets, including program income.

2. COMPENSATION

2.1 **Allocation Amount.** City shall be paid the total compensation amount as indicated in sections A and B above for CDBG activities and administrative activities respectively.

2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) City must request a first draw by October 1, 2018; (2) A second draw by January 14, 2019; (3)

A third draw by April 15, 2019; and (4) A fourth and final draw by June 30, 2019. Additional draws may be required and shall be provided as requested by the County if all funds are not used by June 30, 2019.

2.3 Certification of Expenses. In every case, draws will be dispersed to City subject to receipt of a Request for Funds “RFF” specifying and certifying that such expenses are in conformance with this Agreement, and that City is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with original authorized signatures; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant activity scope.

2.4 Authorized Personnel. Person executing this agreement on behalf of City shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.

2.5 Salaries. The salaries paid under this Agreement shall be in accordance with the following provision of 2 CFR 200.430 (formerly OMB Circular A-87) and 24 CFR 570.206 Program Administrative Costs. City shall submit time sheets to document expenses for staff. 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.

Fringe benefits, which includes taxes and insurance costs paid by the City on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. 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 City. 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.

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 Community Development 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. City 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.** In the event that City is found to have expended grant funds for ineligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87 “Cost Principles for State, Local, and Indian Tribal Governments”), such funds shall be returned to the County.

3.4 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c). 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 and must be accounted for and kept separately from other funds in compliance with CDBG regulations. 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.

3.5 **Termination of Contract.** Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if City materially fails to comply with any term of the grant agreement, or for convenience, as set forth in section 13 below.

(1) City 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, termination, or upon City becoming insolvent, City 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 City’s control that was acquired or improved in whole or in part with grant funds (including grant funds provided to City in the form of a loan) shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned grant funds or payments, if any, shall be treated by County as program income.

4. **PROGRAM ACTIVITY ELIGIBILITY**

4.1 **General Eligibility.** Eligibility of program activities, shall be evaluated and documented by City prior to identifying in Annual Action Plan to determine if activities meet the eligibility criteria established under 24 CFR 570.208. Eligibility of program activities, including an evaluation for consistency with an Urban County approved and HUD certified, Annual Action Plan shall be conducted prior to any release of funds by the County.

4.2 **Income Standards.** City agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Program. The method of Income eligibility must be determined based on the National Objective being met and scope of CDBG activity to be carried out.

4.3 **Eligible Urban County Areas.** Program beneficiaries must reside within the income eligible Urban County areas as defined by HUD and Stanislaus County. These areas include the CDBG eligible Census Block Groups within the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County.

4.4 **Environmental Review Record.** City is responsible for preparing the environmental review record for any project assisted through this Agreement in compliance with the California Environmental Quality Act, the National Environmental Protection Act, and 24 CFR 58. A copy of any such review shall be sent to the County for County’s review, approval, and formal signature as Responsible Entity, prior to City

entering into a commitment of CDBG funds for the subject activity. The environmental review record shall include, but not be limited to, all documents which have been prepared, circulated, posted, or published to reflect an environmental determination made by the City. The City's CDBG administration funds may be used to cover costs associated with environmental review compliance by the County, if outside consulting services are required to be used by the County. An estimate of costs associated with environmental review compliance shall be provided by the City to the County for review and approval prior to any expenditure.

(1) Any CDBG funding used to cover costs associated with the environmental review record shall be an administrative cost. No activity funds shall be utilized or encumbered until County approval of the environmental record has occurred.

5. DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS

5.1 Documentation. Implementation of program activities, including determinations of eligibility, evidence of eligible activity costs, fiscal management, and CDBG contract and subcontract records shall be documented.

5.2 Quarterly/Closeout Reports. City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, 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. In addition, Organization shall submit, no later than 30 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

5.3 HUD Sponsored Research. Upon request, City shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.

5.4 DUNS Number Requirement. City 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).

5.5 Data Required. City shall maintain activity beneficiary data such as area demographics, number of housing units, and number of people who will benefit from activities funded with grant funds. City also agrees to report the number of jobs created with CDBG funds, if applicable, in the quarterly report to be provided to County.

5.6 General Records. City shall keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. City 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, HUD, and any authorized representatives 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 City. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

5.7 Privacy Procedures. City shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (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 City.

5.8 **Audit Provision.** City agrees to provide to County, at City's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by City, including the distribution of any CDBG Grant Funds for Fiscal Year 2018-2019 and previous fiscal years. City agrees to provide additional audits upon request.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

6.1 **General Uniform Administrative Requirements.** City shall comply with 24 CFR 570.502- Applicability of Uniform Administrative Requirements and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87, "Cost State, Local, and Indian Tribal Governments").

6.2 **Reasonable Grant Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. 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 City 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 City, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the City which may unjustifiably increase the award costs.

6.3 **Allocable Grant Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable, consistent with applicable federal regulations. 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 City, although a direct relationship to any particular cost objective cannot be shown.

7. HOLD HARMLESS AND INDEMNITY AGREEMENT

7.1 **General Indemnification.** City 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 City, whether or not the act or omission arises from the sole negligence or other liability of City, 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 City, its staff or program participants, and City 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 City 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, City 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

City shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

City shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the City's delivery of services.

(1) City 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) City 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) City will, in all solicitations or advertisements for employees placed by or on behalf of City, 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 City 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 City retains its authority over its internal governance, and it may retain religious terms in its City's name, select its board members on a religious basis, and include religious references in its City'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 HUD Section 3 Compliance. City 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. City 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 and Davis-Bacon and Related Act Requirements. City shall comply with all applicable federal labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.) and Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

8.6 Displacement, Relocation, Acquisition & Replacement of Housing. Consistent with 24 CFR 570.606 and the Stanislaus Urban County’s Anti-Displacement and Relocation Policy Plan, City shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.

8.7 Eligibility Restrictions. City 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. CONSTRUCTION CONTRACTS

9.1 Contract Provisions. City and the County agree to include the following contract provisions in any construction contracts utilizing funds received pursuant to this Agreement:

(1) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all construction contracts shall include the equal opportunity clause provided under 41 CFR 60-1.4(b).

(2) **Davis-Bacon Act.** All prime construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148). Contractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. City or County shall include a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. City or County shall report all suspected or reported violations to HUD.

(3) **Copeland “Anti-Kickback” Act.** All construction contracts shall include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3), prohibiting the contractor from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. City shall report all suspected or reported violations to HUD.

(4) **Contract Work Hours and Safety Standards.** Any construction contract in excess of \$100,000 that involves the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5, which require each contractor to compute the wages of mechanics and laborers on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for hours worked in excess of the standard 40 hour work

week. In addition, no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous.

(5) **Byrd Anti-Lobbying Amendment.** Any construction contract in excess of \$100,000 shall require the contractor to file the required Byrd Anti-Lobbying certification, certifying that the contractor will not and has not used Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a Federal contract, grant, or award, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

9.2 **Debarment and Suspension.** No contract may be awarded to parties listed on the government-wide exclusions in the System for Award Management, in accordance with the OMB guidelines at 2 CFR 180.

10. CONFLICTS OF INTEREST

10.1 **Hatch Act Incorporated.** Neither City 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).

10.2 **Conflict of Interest.** City shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of City 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 City 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.

10.3 **Lobbying and Disclosure Requirements.** City certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or 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, City shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10.4 **Campaign Contribution Disclosure.** City 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.

11. DRUG-FREE WORK PLACE

11.1 **Drug-free Workplace.** City 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.

12. ENVIRONMENTAL LAW COMPLIANCE

12.1 **Lead Poisoning Prevention Act.** City 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.

12.2 **Clean Air Act and Federal Water Pollution Control Act.** Organization agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended. (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13. TERMINATION OF SERVICES & REVERSION OF ASSETS

13.1 **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. Such notice shall include the reasons for termination. (1) City 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 for cause, or if City fails to comply with the terms and conditions of an award, including: (a) Failure of City to file required reports; (b) Failure of City 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 City 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, City shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

13.2 **Insolvency.** If the City becomes insolvent, all unused CDBG funds shall be returned to the County for disposition.

14. GENERAL TERMS AND CONDITIONS

14.1 **Other program requirements.** City agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that City does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

14.2 **Assignment.** Without written consent of County, this Agreement is not assignable by City, either in whole or in part.

14.3 **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.

14.4 **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.

14.5 **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.

14.6 **Integration.** This Agreement represents the entire understanding of County and City 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 14.3 or 14.4.

14.7 **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 City 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: Business Manager
 1010 Tenth Street, Suite 3400
 Modesto, CA 95354

To City: See Attachment 1 – Urban County City Notice Information

14.8 **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.

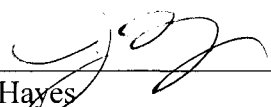
14.9 **Authorization.** City has authorized the undersigned person signing as officers on behalf of City, to enter into this Agreement on behalf of said City and to bind the same to this Agreement, and, further that said City has authority to enter into this Agreement and that there are no restrictions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

14.10 **Counterparts.** This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

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

Signatures on following pages –

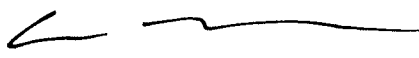
COUNTY OF STANISLAUS

By 

Jody Hayes
Chief Executive Officer

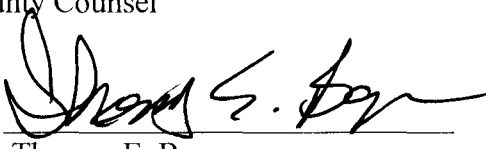
Dated 9/18/18

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
Assistant County Counsel

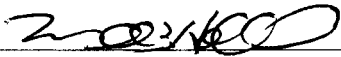
CITY OF NEWMAN

By  6/26/18
Robert Martina Dated
Mayor

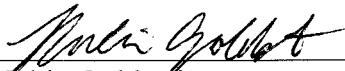
ATTEST:

By 
Mike Maier
City Clerk

APPROVED AS TO CONTENT:

By 
Michael E. Holland
City Manager

APPROVED AS TO FORM:

By 
Nubia Goldstein
City Attorney

Attachment 1
Urban County City Notice Information

City of Ceres
Department of Planning
2720 Second Street
Ceres, CA 95307

City of Hughson
Department of Planning
P.O. Box 9
Hughson, CA 95326

City of Newman
Department of Planning
P.O. Box 787
Newman, CA 95360

City of Oakdale
Department of Planning
455 S. Fifth Street
Oakdale, CA 95361

City of Patterson
Department of Planning
P.O. Box 667
Patterson, CA 95363

City of Waterford
Department of Planning
P.O. Box 199
Waterford, CA 95386

**STANISLAUS URBAN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUBRECIPIENT AGREEMENT**

This Subrecipient 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, 2018.

WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant (“CDBG”) program for Fiscal Year 2018-2019 (July 1, 2018 to June 30, 2019) in the amount \$2,390,534 as an “Urban County” as set forth under Title I of the Housing and Community Development Act of 1974; and

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. **2018-0265**, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

WHEREAS, COUNTY and CITIES desire to enter into this Subrecipient Agreement for the purpose of designating the City as a CDBG subrecipient; and

WHEREAS, 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;

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

A. The County and each City shall receive an allocation based upon a population and poverty calculation as set forth below:

Jurisdiction	Poverty & Population
Stanislaus County	\$665,250
Ceres	\$266,485
Hughson	\$133,284
Newman	\$151,357
Oakdale	\$167,003
Patterson	\$151,189
Waterford	\$138,806
TOTAL	\$1,673,374

B. The County and each City shall also receive an amount not to exceed twenty percent of the total Fiscal Year 2018-2019 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 Urban County administrative funding distribution breakdown:

Jurisdiction	Administration
Stanislaus County	\$353,843
Ceres	\$ 16,544
Hughson	\$ 16,544
Newman	\$ 16,544
Oakdale	\$ 16,544
Patterson	\$ 16,544
Waterford	\$ 16,544
TOTAL	\$453,107

C. An amount not to exceed ten percent of the total Fiscal Year 2018-2019 CDBG entitlement funds, \$239,053, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Urban County CDBG Public Service Grant Program.

D. An amount not to exceed \$25,000 of the available administrative funding shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).

E. 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.

F. 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.

G. Each party has the responsibility to ensure its activities comply with the HUD Certified Fiscal Year 2018-2019 Stanislaus Urban County Annual Action Plan.

H. Each party agrees to comply with reporting requirements set forth in 2 CFR 200.500 et seq. (formerly OMB A-133) regarding standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments expending Federal awards.

I. Each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

1. SCOPE OF WORK

1.1 **General Scope.** City shall utilize CDBG funds to deliver its activities as described in the Fiscal Year 2018-2019 Stanislaus Urban County Annual Action Plan, as certified by HUD.

1.2 **Term.** This Agreement shall be in effect until June 30, 2019, or until all Fiscal Year 2018-2019 CDBG funds are disbursed to City. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which City remains in control of CDBG funds or other CDBG assets, including program income.

2. COMPENSATION

2.1 **Allocation Amount.** City shall be paid the total compensation amount as indicated in sections A and B above for CDBG activities and administrative activities respectively.

2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) City must request a first draw by October 1, 2018; (2) A second draw by January 14, 2019; (3)

A third draw by April 15, 2019; and (4) A fourth and final draw by June 30, 2019. Additional draws may be required and shall be provided as requested by the County if all funds are not used by June 30, 2019.

2.3 Certification of Expenses. In every case, draws will be dispersed to City subject to receipt of a Request for Funds “RFF” specifying and certifying that such expenses are in conformance with this Agreement, and that City is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with original authorized signatures; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant activity scope.

2.4 Authorized Personnel. Person executing this agreement on behalf of City shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.

2.5 Salaries. The salaries paid under this Agreement shall be in accordance with the following provision of 2 CFR 200.430 (formerly OMB Circular A-87) and 24 CFR 570.206 Program Administrative Costs. City shall submit time sheets to document expenses for staff. 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.

Fringe benefits, which includes taxes and insurance costs paid by the City on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. 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 City. 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.

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 Community Development 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. City 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.** In the event that City is found to have expended grant funds for ineligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87 “Cost Principles for State, Local, and Indian Tribal Governments”), such funds shall be returned to the County.

3.4 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c). 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 and must be accounted for and kept separately from other funds in compliance with CDBG regulations. 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.

3.5 **Termination of Contract.** Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if City materially fails to comply with any term of the grant agreement, or for convenience, as set forth in section 13 below.

(1) City 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, termination, or upon City becoming insolvent, City 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 City’s control that was acquired or improved in whole or in part with grant funds (including grant funds provided to City in the form of a loan) shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned grant funds or payments, if any, shall be treated by County as program income.

4. PROGRAM ACTIVITY ELIGIBILITY

4.1 **General Eligibility.** Eligibility of program activities, shall be evaluated and documented by City prior to identifying in Annual Action Plan to determine if activities meet the eligibility criteria established under 24 CFR 570.208. Eligibility of program activities, including an evaluation for consistency with an Urban County approved and HUD certified, Annual Action Plan shall be conducted prior to any release of funds by the County.

4.2 **Income Standards.** City agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Program. The method of Income eligibility must be determined based on the National Objective being met and scope of CDBG activity to be carried out.

4.3 **Eligible Urban County Areas.** Program beneficiaries must reside within the income eligible Urban County areas as defined by HUD and Stanislaus County. These areas include the CDBG eligible Census Block Groups within the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County.

4.4 **Environmental Review Record.** City is responsible for preparing the environmental review record for any project assisted through this Agreement in compliance with the California Environmental Quality Act, the National Environmental Protection Act, and 24 CFR 58. A copy of any such review shall be sent to the County for County’s review, approval, and formal signature as Responsible Entity, prior to City

entering into a commitment of CDBG funds for the subject activity. The environmental review record shall include, but not be limited to, all documents which have been prepared, circulated, posted, or published to reflect an environmental determination made by the City. The City's CDBG administration funds may be used to cover costs associated with environmental review compliance by the County, if outside consulting services are required to be used by the County. An estimate of costs associated with environmental review compliance shall be provided by the City to the County for review and approval prior to any expenditure.

(1) Any CDBG funding used to cover costs associated with the environmental review record shall be an administrative cost. No activity funds shall be utilized or encumbered until County approval of the environmental record has occurred.

5. DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS

5.1 **Documentation.** Implementation of program activities, including determinations of eligibility, evidence of eligible activity costs, fiscal management, and CDBG contract and subcontract records shall be documented.

5.2 **Quarterly/Closeout Reports.** City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, 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. In addition, Organization shall submit, no later than 30 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

5.3 **HUD Sponsored Research.** Upon request, City shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.

5.4 **DUNS Number Requirement.** City 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).

5.5 **Data Required.** City shall maintain activity beneficiary data such as area demographics, number of housing units, and number of people who will benefit from activities funded with grant funds. City also agrees to report the number of jobs created with CDBG funds, if applicable, in the quarterly report to be provided to County.

5.6 **General Records.** City shall keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. City 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, HUD, and any authorized representatives 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 City. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

5.7 **Privacy Procedures.** City shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (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 City.

5.8 **Audit Provision.** City agrees to provide to County, at City's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by City, including the distribution of any CDBG Grant Funds for Fiscal Year 2018-2019 and previous fiscal years. City agrees to provide additional audits upon request.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

6.1 **General Uniform Administrative Requirements.** City shall comply with 24 CFR 570.502-Applicability of Uniform Administrative Requirements and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87, "Cost State, Local, and Indian Tribal Governments").

6.2 **Reasonable Grant Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. 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 City 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 City, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the City which may unjustifiably increase the award costs.

6.3 **Allocable Grant Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable, consistent with applicable federal regulations. 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 City, although a direct relationship to any particular cost objective cannot be shown.

7. HOLD HARMLESS AND INDEMNITY AGREEMENT

7.1 **General Indemnification.** City 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 City, whether or not the act or omission arises from the sole negligence or other liability of City, 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 City, its staff or program participants, and City 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 City 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, City 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

City shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

City shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the City's delivery of services.

(1) City 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) City 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) City will, in all solicitations or advertisements for employees placed by or on behalf of City, 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 City 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 City retains its authority over its internal governance, and it may retain religious terms in its City's name, select its board members on a religious basis, and include religious references in its City'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 **HUD Section 3 Compliance.** City 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.** City 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 and Davis-Bacon and Related Act Requirements.** City shall comply with all applicable federal labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.) and Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

8.6 **Displacement, Relocation, Acquisition & Replacement of Housing.** Consistent with 24 CFR 570.606 and the Stanislaus Urban County's Anti-Displacement and Relocation Policy Plan, City shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.

8.7 **Eligibility Restrictions.** City 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. CONSTRUCTION CONTRACTS

9.1 **Contract Provisions.** City and the County agree to include the following contract provisions in any construction contracts utilizing funds received pursuant to this Agreement:

(1) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all construction contracts shall include the equal opportunity clause provided under 41 CFR 60-1.4(b).

(2) **Davis-Bacon Act.** All prime construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148). Contractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. City or County shall include a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. City or County shall report all suspected or reported violations to HUD.

(3) **Copeland "Anti-Kickback" Act.** All construction contracts shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3), prohibiting the contractor from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. City shall report all suspected or reported violations to HUD.

(4) **Contract Work Hours and Safety Standards.** Any construction contract in excess of \$100,000 that involves the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5, which require each contractor to compute the wages of mechanics and laborers on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for hours worked in excess of the standard 40 hour work

week. In addition, no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous.

(5) **Byrd Anti-Lobbying Amendment.** Any construction contract in excess of \$100,000 shall require the contractor to file the required Byrd Anti-Lobbying certification, certifying that the contractor will not and has not used Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a Federal contract, grant, or award, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

9.2 **Debarment and Suspension.** No contract may be awarded to parties listed on the government-wide exclusions in the System for Award Management, in accordance with the OMB guidelines at 2 CFR 180.

10. **CONFLICTS OF INTEREST**

10.1 **Hatch Act Incorporated.** Neither City 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).

10.2 **Conflict of Interest.** City shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of City 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 City 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.

10.3 **Lobbying and Disclosure Requirements.** City certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or 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, City shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10.4 **Campaign Contribution Disclosure.** City 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.

11. **DRUG-FREE WORK PLACE**

11.1 **Drug-free Workplace.** City 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.

12. ENVIRONMENTAL LAW COMPLIANCE

12.1 **Lead Poisoning Prevention Act.** City 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.

12.2 **Clean Air Act and Federal Water Pollution Control Act.** Organization agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended. (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13. TERMINATION OF SERVICES & REVERSION OF ASSETS

13.1 **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. Such notice shall include the reasons for termination. (1) City 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 for cause, or if City fails to comply with the terms and conditions of an award, including: (a) Failure of City to file required reports; (b) Failure of City 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 City 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, City shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

13.2 **Insolvency.** If the City becomes insolvent, all unused CDBG funds shall be returned to the County for disposition.

14. GENERAL TERMS AND CONDITIONS

14.1 **Other program requirements.** City agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that City does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

14.2 **Assignment.** Without written consent of County, this Agreement is not assignable by City, either in whole or in part.

14.3 **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.

14.4 **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.

14.5 **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.

14.6 **Integration.** This Agreement represents the entire understanding of County and City 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 14.3 or 14.4.

14.7 **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 City 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: Business Manager
 1010 Tenth Street, Suite 3400
 Modesto, CA 95354

To City: See Attachment 1 – Urban County City Notice Information

14.8 **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.

14.9 **Authorization.** City has authorized the undersigned person signing as officers on behalf of City, to enter into this Agreement on behalf of said City and to bind the same to this Agreement, and, further that said City 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.

14.10 **Counterparts.** This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

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


Signatures on following pages –

COUNTY OF STANISLAUS

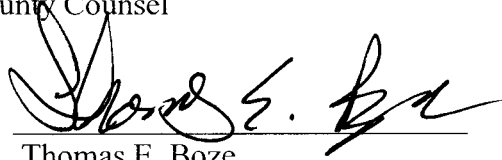
By  _____
Jody Hayes
Chief Executive Officer

Dated 9/18/18

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
Assistant County Counsel

CITY OF OAKDALE

By Pat Paul
Pat Paul
Mayor

July 16, 2018
Dated

ATTEST:

By Kathy Teixeira
Kathy Teixeira
City Clerk

APPROVED AS TO CONTENT:

By Bryan Whitemyer
Bryan Whitemyer
City Manager

APPROVED AS TO FORM:

By Tom Hallinan
Tom Hallinan
City Attorney

Attachment 1
Urban County City Notice Information

City of Ceres
Department of Planning
2720 Second Street
Ceres, CA 95307

City of Hughson
Department of Planning
P.O. Box 9
Hughson, CA 95326

City of Newman
Department of Planning
P.O. Box 787
Newman, CA 95360

City of Oakdale
Department of Planning
455 S. Fifth Street
Oakdale, CA 95361

City of Patterson
Department of Planning
P.O. Box 667
Patterson, CA 95363

City of Waterford
Department of Planning
P.O. Box 199
Waterford, CA 95386

**STANISLAUS URBAN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUBRECIPIENT AGREEMENT**

This Subrecipient 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, 2018.

WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant (“CDBG”) program for Fiscal Year 2018-2019 (July 1, 2018 to June 30, 2019) in the amount \$2,390,534 as an “Urban County” as set forth under Title I of the Housing and Community Development Act of 1974; and

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. **2018-0265**, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

WHEREAS, COUNTY and CITIES desire to enter into this Subrecipient Agreement for the purpose of designating the City as a CDBG subrecipient; and

WHEREAS, 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;

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

A. The County and each City shall receive an allocation based upon a population and poverty calculation as set forth below:

Jurisdiction	Poverty & Population
Stanislaus County	\$665,250
Ceres	\$266,485
Hughson	\$133,284
Newman	\$151,357
Oakdale	\$167,003
Patterson	\$151,189
Waterford	\$138,806
TOTAL	\$1,673,374

B. The County and each City shall also receive an amount not to exceed twenty percent of the total Fiscal Year 2018-2019 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 Urban County administrative funding distribution breakdown:

Jurisdiction	Administration
Stanislaus County	\$353,843
Ceres	\$ 16,544
Hughson	\$ 16,544
Newman	\$ 16,544
Oakdale	\$ 16,544
Patterson	\$ 16,544
Waterford	\$ 16,544
TOTAL	\$453,107

C. An amount not to exceed ten percent of the total Fiscal Year 2018-2019 CDBG entitlement funds, \$239,053, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Urban County CDBG Public Service Grant Program.

D. An amount not to exceed \$25,000 of the available administrative funding shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).

E. 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.

F. 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.

G. Each party has the responsibility to ensure its activities comply with the HUD Certified Fiscal Year 2018-2019 Stanislaus Urban County Annual Action Plan.

H. Each party agrees to comply with reporting requirements set forth in 2 CFR 200.500 et seq. (formerly OMB A-133) regarding standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments expending Federal awards.

I. Each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

1. SCOPE OF WORK

1.1 **General Scope.** City shall utilize CDBG funds to deliver its activities as described in the Fiscal Year 2018-2019 Stanislaus Urban County Annual Action Plan, as certified by HUD.

1.2 **Term.** This Agreement shall be in effect until June 30, 2019, or until all Fiscal Year 2018-2019 CDBG funds are disbursed to City. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which City remains in control of CDBG funds or other CDBG assets, including program income.

2. COMPENSATION

2.1 **Allocation Amount.** City shall be paid the total compensation amount as indicated in sections A and B above for CDBG activities and administrative activities respectively.

2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) City must request a first draw by October 1, 2018; (2) A second draw by January 14, 2019; (3)

A third draw by April 15, 2019; and (4) A fourth and final draw by June 30, 2019. Additional draws may be required and shall be provided as requested by the County if all funds are not used by June 30, 2019.

2.3 Certification of Expenses. In every case, draws will be dispersed to City subject to receipt of a Request for Funds “RFF” specifying and certifying that such expenses are in conformance with this Agreement, and that City is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with original authorized signatures; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant activity scope.

2.4 Authorized Personnel. Person executing this agreement on behalf of City shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.

2.5 Salaries. The salaries paid under this Agreement shall be in accordance with the following provision of 2 CFR 200.430 (formerly OMB Circular A-87) and 24 CFR 570.206 Program Administrative Costs. City shall submit time sheets to document expenses for staff. 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.

Fringe benefits, which includes taxes and insurance costs paid by the City on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. 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 City. 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.

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 Community Development 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. City 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.** In the event that City is found to have expended grant funds for ineligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87 “Cost Principles for State, Local, and Indian Tribal Governments”), such funds shall be returned to the County.

3.4 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c). 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 and must be accounted for and kept separately from other funds in compliance with CDBG regulations. 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.

3.5 **Termination of Contract.** Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if City materially fails to comply with any term of the grant agreement, or for convenience, as set forth in section 13 below.

(1) City 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, termination, or upon City becoming insolvent, City 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 City’s control that was acquired or improved in whole or in part with grant funds (including grant funds provided to City in the form of a loan) shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned grant funds or payments, if any, shall be treated by County as program income.

4. PROGRAM ACTIVITY ELIGIBILITY

4.1 **General Eligibility.** Eligibility of program activities, shall be evaluated and documented by City prior to identifying in Annual Action Plan to determine if activities meet the eligibility criteria established under 24 CFR 570.208. Eligibility of program activities, including an evaluation for consistency with an Urban County approved and HUD certified, Annual Action Plan shall be conducted prior to any release of funds by the County.

4.2 **Income Standards.** City agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Program. The method of Income eligibility must be determined based on the National Objective being met and scope of CDBG activity to be carried out.

4.3 **Eligible Urban County Areas.** Program beneficiaries must reside within the income eligible Urban County areas as defined by HUD and Stanislaus County. These areas include the CDBG eligible Census Block Groups within the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County.

4.4 **Environmental Review Record.** City is responsible for preparing the environmental review record for any project assisted through this Agreement in compliance with the California Environmental Quality Act, the National Environmental Protection Act, and 24 CFR 58. A copy of any such review shall be sent to the County for County’s review, approval, and formal signature as Responsible Entity, prior to City

entering into a commitment of CDBG funds for the subject activity. The environmental review record shall include, but not be limited to, all documents which have been prepared, circulated, posted, or published to reflect an environmental determination made by the City. The City's CDBG administration funds may be used to cover costs associated with environmental review compliance by the County, if outside consulting services are required to be used by the County. An estimate of costs associated with environmental review compliance shall be provided by the City to the County for review and approval prior to any expenditure.

(1) Any CDBG funding used to cover costs associated with the environmental review record shall be an administrative cost. No activity funds shall be utilized or encumbered until County approval of the environmental record has occurred.

5. DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS

5.1 **Documentation.** Implementation of program activities, including determinations of eligibility, evidence of eligible activity costs, fiscal management, and CDBG contract and subcontract records shall be documented.

5.2 **Quarterly/Closeout Reports.** City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, 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. In addition, Organization shall submit, no later than 30 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

5.3 **HUD Sponsored Research.** Upon request, City shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.

5.4 **DUNS Number Requirement.** City 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).

5.5 **Data Required.** City shall maintain activity beneficiary data such as area demographics, number of housing units, and number of people who will benefit from activities funded with grant funds. City also agrees to report the number of jobs created with CDBG funds, if applicable, in the quarterly report to be provided to County.

5.6 **General Records.** City shall keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. City 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, HUD, and any authorized representatives 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 City. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

5.7 **Privacy Procedures.** City shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (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 City.

5.8 **Audit Provision.** City agrees to provide to County, at City's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by City, including the distribution of any CDBG Grant Funds for Fiscal Year 2018-2019 and previous fiscal years. City agrees to provide additional audits upon request.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

6.1 **General Uniform Administrative Requirements.** City shall comply with 24 CFR 570.502- Applicability of Uniform Administrative Requirements and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87, "Cost State, Local, and Indian Tribal Governments").

6.2 **Reasonable Grant Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. 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 City 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 City, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the City which may unjustifiably increase the award costs.

6.3 **Allocable Grant Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable, consistent with applicable federal regulations. 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 City, although a direct relationship to any particular cost objective cannot be shown.

7. HOLD HARMLESS AND INDEMNITY AGREEMENT

7.1 **General Indemnification.** City 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 City, whether or not the act or omission arises from the sole negligence or other liability of City, 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 City, its staff or program participants, and City 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 City 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, City 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

City shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

City shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the City's delivery of services.

(1) City 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) City 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) City will, in all solicitations or advertisements for employees placed by or on behalf of City, 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 City 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 City retains its authority over its internal governance, and it may retain religious terms in its City's name, select its board members on a religious basis, and include religious references in its City'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 **HUD Section 3 Compliance.** City 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.** City 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 and Davis-Bacon and Related Act Requirements.** City shall comply with all applicable federal labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.) and Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

8.6 **Displacement, Relocation, Acquisition & Replacement of Housing.** Consistent with 24 CFR 570.606 and the Stanislaus Urban County's Anti-Displacement and Relocation Policy Plan, City shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.

8.7 **Eligibility Restrictions.** City 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. CONSTRUCTION CONTRACTS

9.1 **Contract Provisions.** City and the County agree to include the following contract provisions in any construction contracts utilizing funds received pursuant to this Agreement:

(1) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all construction contracts shall include the equal opportunity clause provided under 41 CFR 60-1.4(b).

(2) **Davis-Bacon Act.** All prime construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148). Contractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. City or County shall include a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. City or County shall report all suspected or reported violations to HUD.

(3) **Copeland "Anti-Kickback" Act.** All construction contracts shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3), prohibiting the contractor from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. City shall report all suspected or reported violations to HUD.

(4) **Contract Work Hours and Safety Standards.** Any construction contract in excess of \$100,000 that involves the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5, which require each contractor to compute the wages of mechanics and laborers on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for hours worked in excess of the standard 40 hour work

week. In addition, no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous.

(5) **Byrd Anti-Lobbying Amendment.** Any construction contract in excess of \$100,000 shall require the contractor to file the required Byrd Anti-Lobbying certification, certifying that the contractor will not and has not used Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a Federal contract, grant, or award, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

9.2 **Debarment and Suspension.** No contract may be awarded to parties listed on the government-wide exclusions in the System for Award Management, in accordance with the OMB guidelines at 2 CFR 180.

10. CONFLICTS OF INTEREST

10.1 **Hatch Act Incorporated.** Neither City 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).

10.2 **Conflict of Interest.** City shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of City 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 City 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.

10.3 **Lobbying and Disclosure Requirements.** City certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or 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, City shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10.4 **Campaign Contribution Disclosure.** City 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.

11. DRUG-FREE WORK PLACE

11.1 **Drug-free Workplace.** City 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.

12. ENVIRONMENTAL LAW COMPLIANCE

12.1 **Lead Poisoning Prevention Act.** City 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.

12.2 **Clean Air Act and Federal Water Pollution Control Act.** Organization agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended. (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13. TERMINATION OF SERVICES & REVERSION OF ASSETS

13.1 **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. Such notice shall include the reasons for termination. (1) City 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 for cause, or if City fails to comply with the terms and conditions of an award, including: (a) Failure of City to file required reports; (b) Failure of City 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 City 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, City shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

13.2 **Insolvency.** If the City becomes insolvent, all unused CDBG funds shall be returned to the County for disposition.

14. GENERAL TERMS AND CONDITIONS

14.1 **Other program requirements.** City agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that City does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

14.2 **Assignment.** Without written consent of County, this Agreement is not assignable by City, either in whole or in part.

14.3 **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.

14.4 **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.

14.5 **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.

14.6 **Integration.** This Agreement represents the entire understanding of County and City 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 14.3 or 14.4.

14.7 **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 City 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: Business Manager
1010 Tenth Street, Suite 3400
Modesto, CA 95354

To City: See Attachment 1 – Urban County City Notice Information

14.8 **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.

14.9 **Authorization.** City has authorized the undersigned person signing as officers on behalf of City, to enter into this Agreement on behalf of said City and to bind the same to this Agreement, and, further that said City 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.

14.10 **Counterparts.** This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

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

Signatures on following pages –

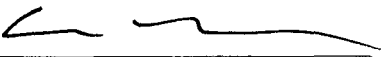
COUNTY OF STANISLAUS

By 

Jody Hayes
Chief Executive Officer

Dated 9/8/18

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
Assistant County Counsel

CITY OF PATTERSON

By Deborah Novelli 8/15/18
Deborah M. Novelli Dated
Mayor

ATTEST:

By Maricela L. Vela
Maricela L. Vela
City Clerk

APPROVED AS TO CONTENT:

By Ken Irwin
Ken Irwin
City Manager

APPROVED AS TO FORM:

By Tom Hallinan
Tom Hallinan
City Attorney

**STANISLAUS URBAN COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUBRECIPIENT AGREEMENT**

This Subrecipient 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, 2018.

WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant (“CDBG”) program for Fiscal Year 2018-2019 (July 1, 2018 to June 30, 2019) in the amount \$2,390,534 as an “Urban County” as set forth under Title I of the Housing and Community Development Act of 1974; and

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. **2018-0265**, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

WHEREAS, COUNTY and CITIES desire to enter into this Subrecipient Agreement for the purpose of designating the City as a CDBG subrecipient; and

WHEREAS, 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;

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

A. The County and each City shall receive an allocation based upon a population and poverty calculation as set forth below:

Jurisdiction	Poverty & Population
Stanislaus County	\$665,250
Ceres	\$266,485
Hughson	\$133,284
Newman	\$151,357
Oakdale	\$167,003
Patterson	\$151,189
Waterford	\$138,806
TOTAL	\$1,673,374

B. The County and each City shall also receive an amount not to exceed twenty percent of the total Fiscal Year 2018-2019 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 Urban County administrative funding distribution breakdown:

Jurisdiction	Administration
Stanislaus County	\$353,843
Ceres	\$ 16,544
Hughson	\$ 16,544
Newman	\$ 16,544
Oakdale	\$ 16,544
Patterson	\$ 16,544
Waterford	\$ 16,544
TOTAL	\$453,107

C. An amount not to exceed ten percent of the total Fiscal Year 2018-2019 CDBG entitlement funds, \$239,053, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Urban County CDBG Public Service Grant Program.

D. An amount not to exceed \$25,000 of the available administrative funding shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).

E. 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.

F. 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.

G. Each party has the responsibility to ensure its activities comply with the HUD Certified Fiscal Year 2018-2019 Stanislaus Urban County Annual Action Plan.

H. Each party agrees to comply with reporting requirements set forth in 2 CFR 200.500 et seq. (formerly OMB A-133) regarding standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments expending Federal awards.

I. Each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

1. SCOPE OF WORK

1.1 **General Scope.** City shall utilize CDBG funds to deliver its activities as described in the Fiscal Year 2018-2019 Stanislaus Urban County Annual Action Plan, as certified by HUD.

1.2 **Term.** This Agreement shall be in effect until June 30, 2019, or until all Fiscal Year 2018-2019 CDBG funds are disbursed to City. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which City remains in control of CDBG funds or other CDBG assets, including program income.

2. COMPENSATION

2.1 **Allocation Amount.** City shall be paid the total compensation amount as indicated in sections A and B above for CDBG activities and administrative activities respectively.

2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) City must request a first draw by October 1, 2018; (2) A second draw by January 14, 2019; (3)

A third draw by April 15, 2019; and (4) A fourth and final draw by June 30, 2019. Additional draws may be required and shall be provided as requested by the County if all funds are not used by June 30, 2019.

2.3 Certification of Expenses. In every case, draws will be dispersed to City subject to receipt of a Request for Funds “RFF” specifying and certifying that such expenses are in conformance with this Agreement, and that City is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Organization shall certify that “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with original authorized signatures; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant activity scope.

2.4 Authorized Personnel. Person executing this agreement on behalf of City shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.

2.5 Salaries. The salaries paid under this Agreement shall be in accordance with the following provision of 2 CFR 200.430 (formerly OMB Circular A-87) and 24 CFR 570.206 Program Administrative Costs. City shall submit time sheets to document expenses for staff. 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.

Fringe benefits, which includes taxes and insurance costs paid by the City on behalf of the staff person working on the grant, but does not include overhead costs, are limited to 20% of total salary costs. 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 City. 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.

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 Community Development 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. City 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.** In the event that City is found to have expended grant funds for ineligible activities, pursuant to 24 CFR 570.207 and 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87 “Cost Principles for State, Local, and Indian Tribal Governments”), such funds shall be returned to the County.

3.4 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c). 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 and must be accounted for and kept separately from other funds in compliance with CDBG regulations. 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.

3.5 **Termination of Contract.** Pursuant to 2 CFR 200.339, suspension or termination of this Agreement may occur if City materially fails to comply with any term of the grant agreement, or for convenience, as set forth in section 13 below.

(1) City 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, termination, or upon City becoming insolvent, City 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 City’s control that was acquired or improved in whole or in part with grant funds (including grant funds provided to City in the form of a loan) shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned grant funds or payments, if any, shall be treated by County as program income.

4. PROGRAM ACTIVITY ELIGIBILITY

4.1 **General Eligibility.** Eligibility of program activities, shall be evaluated and documented by City prior to identifying in Annual Action Plan to determine if activities meet the eligibility criteria established under 24 CFR 570.208. Eligibility of program activities, including an evaluation for consistency with an Urban County approved and HUD certified, Annual Action Plan shall be conducted prior to any release of funds by the County.

4.2 **Income Standards.** City agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Program. The method of Income eligibility must be determined based on the National Objective being met and scope of CDBG activity to be carried out.

4.3 **Eligible Urban County Areas.** Program beneficiaries must reside within the income eligible Urban County areas as defined by HUD and Stanislaus County. These areas include the CDBG eligible Census Block Groups within the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County.

4.4 **Environmental Review Record.** City is responsible for preparing the environmental review record for any project assisted through this Agreement in compliance with the California Environmental Quality Act, the National Environmental Protection Act, and 24 CFR 58. A copy of any such review shall be sent to the County for County’s review, approval, and formal signature as Responsible Entity, prior to City

entering into a commitment of CDBG funds for the subject activity. The environmental review record shall include, but not be limited to, all documents which have been prepared, circulated, posted, or published to reflect an environmental determination made by the City. The City's CDBG administration funds may be used to cover costs associated with environmental review compliance by the County, if outside consulting services are required to be used by the County. An estimate of costs associated with environmental review compliance shall be provided by the City to the County for review and approval prior to any expenditure.

(1) Any CDBG funding used to cover costs associated with the environmental review record shall be an administrative cost. No activity funds shall be utilized or encumbered until County approval of the environmental record has occurred.

5. DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS

5.1 **Documentation.** Implementation of program activities, including determinations of eligibility, evidence of eligible activity costs, fiscal management, and CDBG contract and subcontract records shall be documented.

5.2 **Quarterly/Closeout Reports.** City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, 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. In addition, Organization shall submit, no later than 30 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

5.3 **HUD Sponsored Research.** Upon request, City shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.

5.4 **DUNS Number Requirement.** City 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).

5.5 **Data Required.** City shall maintain activity beneficiary data such as area demographics, number of housing units, and number of people who will benefit from activities funded with grant funds. City also agrees to report the number of jobs created with CDBG funds, if applicable, in the quarterly report to be provided to County.

5.6 **General Records.** City shall keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. City 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, HUD, and any authorized representatives 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 City. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

5.7 **Privacy Procedures.** City shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (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 City.

5.8 **Audit Provision.** City agrees to provide to County, at City's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by City, including the distribution of any CDBG Grant Funds for Fiscal Year 2018-2019 and previous fiscal years. City agrees to provide additional audits upon request.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

6.1 **General Uniform Administrative Requirements.** City shall comply with 24 CFR 570.502- Applicability of Uniform Administrative Requirements and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87, "Cost State, Local, and Indian Tribal Governments").

6.2 **Reasonable Grant Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. 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 City 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 City, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the City which may unjustifiably increase the award costs.

6.3 **Allocable Grant Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable, consistent with applicable federal regulations. 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 City, although a direct relationship to any particular cost objective cannot be shown.

7. HOLD HARMLESS AND INDEMNITY AGREEMENT

7.1 **General Indemnification.** City 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 City, whether or not the act or omission arises from the sole negligence or other liability of City, 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 City, its staff or program participants, and City 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 City 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, City 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

City shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

City shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the City's delivery of services.

(1) City 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) City 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) City will, in all solicitations or advertisements for employees placed by or on behalf of City, 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 City 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 City retains its authority over its internal governance, and it may retain religious terms in its City's name, select its board members on a religious basis, and include religious references in its City'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 **HUD Section 3 Compliance.** City 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.** City 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 and Davis-Bacon and Related Act Requirements.** City shall comply with all applicable federal labor standards, as set forth in section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.) and Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

8.6 **Displacement, Relocation, Acquisition & Replacement of Housing.** Consistent with 24 CFR 570.606 and the Stanislaus Urban County's Anti-Displacement and Relocation Policy Plan, City shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.

8.7 **Eligibility Restrictions.** City 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. CONSTRUCTION CONTRACTS

9.1 **Contract Provisions.** City and the County agree to include the following contract provisions in any construction contracts utilizing funds received pursuant to this Agreement:

(1) **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all construction contracts shall include the equal opportunity clause provided under 41 CFR 60-1.4(b).

(2) **Davis-Bacon Act.** All prime construction contracts in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148). Contractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. City or County shall include a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. City or County shall report all suspected or reported violations to HUD.

(3) **Copeland "Anti-Kickback" Act.** All construction contracts shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3), prohibiting the contractor from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. City shall report all suspected or reported violations to HUD.

(4) **Contract Work Hours and Safety Standards.** Any construction contract in excess of \$100,000 that involves the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5, which require each contractor to compute the wages of mechanics and laborers on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for hours worked in excess of the standard 40 hour work

week. In addition, no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous.

(5) **Byrd Anti-Lobbying Amendment.** Any construction contract in excess of \$100,000 shall require the contractor to file the required Byrd Anti-Lobbying certification, certifying that the contractor will not and has not used Federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a Federal contract, grant, or award, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

9.2 **Debarment and Suspension.** No contract may be awarded to parties listed on the government-wide exclusions in the System for Award Management, in accordance with the OMB guidelines at 2 CFR 180.

10. CONFLICTS OF INTEREST

10.1 **Hatch Act Incorporated.** Neither City 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).

10.2 **Conflict of Interest.** City shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of City 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 City 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.

10.3 **Lobbying and Disclosure Requirements.** City certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or 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, City shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10.4 **Campaign Contribution Disclosure.** City 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.

11. DRUG-FREE WORK PLACE

11.1 **Drug-free Workplace.** City 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.

12. ENVIRONMENTAL LAW COMPLIANCE

12.1 **Lead Poisoning Prevention Act.** City 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.

12.2 **Clean Air Act and Federal Water Pollution Control Act.** Organization agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended. (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

13. TERMINATION OF SERVICES & REVERSION OF ASSETS

13.1 **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. Such notice shall include the reasons for termination. (1) City 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 for cause, or if City fails to comply with the terms and conditions of an award, including: (a) Failure of City to file required reports; (b) Failure of City 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 City 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, City shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

13.2 **Insolvency.** If the City becomes insolvent, all unused CDBG funds shall be returned to the County for disposition.

14. GENERAL TERMS AND CONDITIONS

14.1 **Other program requirements.** City agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that City does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

14.2 **Assignment.** Without written consent of County, this Agreement is not assignable by City, either in whole or in part.

14.3 **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.

14.4 **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.

14.5 **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.

14.6 **Integration.** This Agreement represents the entire understanding of County and City 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 14.3 or 14.4.

14.7 **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 City 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: Business Manager
 1010 Tenth Street, Suite 3400
 Modesto, CA 95354

To City: See Attachment 1 – Urban County City Notice Information

14.8 **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.


14.9 **Authorization.** City has authorized the undersigned person signing as officers on behalf of City, to enter into this Agreement on behalf of said City and to bind the same to this Agreement, and, further that said City 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.

14.10 **Counterparts.** This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

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


Signatures on following pages –

COUNTY OF STANISLAUS

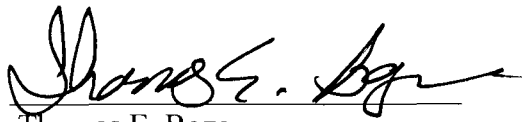
By  _____
Jody Hayes
Chief Executive Officer

Dated 9/8/18

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
Assistant County Counsel

CITY OF WATERFORD

DocuSigned by:
By Michael Van Winkle
Michael Van Winkle
Mayor

7/11/2018
Dated

ATTEST:

DocuSigned by:
By Miranda Lutzow
Miranda Lutzow
City Clerk

APPROVED AS TO CONTENT:

DocuSigned by:
By Michael G. Pitcock
Michael G. Pitcock
City Manager

APPROVED AS TO FORM:

DocuSigned by:
By Corbett Browning
Corbett Browning
City Attorney

Attachment 1
Urban County City Notice Information

City of Ceres
Department of Planning
2720 Second Street
Ceres, CA 95307

City of Hughson
Department of Planning
P.O. Box 9
Hughson, CA 95326

City of Newman
Department of Planning
P.O. Box 787
Newman, CA 95360

City of Oakdale
Department of Planning
455 S. Fifth Street
Oakdale, CA 95361

City of Patterson
Department of Planning
P.O. Box 667
Patterson, CA 95363

City of Waterford
Department of Planning
P.O. Box 199
Waterford, CA 95386

6/5/18 6.1

OMB Number: 4040-0004
Expiration Date: 10/31/2019

Application for Federal Assistance SF-424		
* 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: <input type="text" value="06/05/2018"/>	4. Applicant Identifier: <input type="text" value="B-18-UC-06-0100"/>	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text" value="n/a"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="STANISLAUS COUNTY"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="94-6000540"/>	* c. Organizational DUNS: <input type="text" value="0731367720000"/>	
d. Address:		
* Street1: <input type="text" value="1010 10TH STREET, SUITE #3400"/>	Street2: <input type="text"/>	
* City: <input type="text" value="MODESTO"/>	County/Parish: <input type="text" value="STANISLAUS COUNTY"/>	
* State: <input type="text" value="CA: California"/>	Province: <input type="text"/>	
* Country: <input type="text" value="USA: UNITED STATES"/>	* Zip / Postal Code: <input type="text" value="95354-000"/>	
e. Organizational Unit:		
Department Name: <input type="text" value="Planning and Community Develop"/>	Division Name: <input type="text" value="Community Development"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text" value="Ms."/>	* First Name: <input type="text" value="Angela"/>	
Middle Name: <input type="text"/>	* Last Name: <input type="text" value="Freitas"/>	
Suffix: <input type="text"/>	Title: <input type="text" value="Director, Planning and Community Development"/>	
Organizational Affiliation: <input type="text" value="Staff"/>		
* Telephone Number: <input type="text" value="209-525-6330"/>	Fax Number: <input type="text" value="209-525-5911"/>	
* Email: <input type="text" value="Angela@stancounty.com"/>		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

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

Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14-228

CFDA Title:

Community Development Block Grant

*** 12. Funding Opportunity Number:**

14-228

* Title:

Entitlement Community Development Block Grant Program

13. Competition Identification Number:

Title:

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

Add Attachment

Delete Attachment

View Attachment

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

Stanislaus Urban County's Annual Action Plan for FY 2018-2019 that includes \$2,390,534 in CDBG funds for activities such as Public Services, Fair Housing, Infrastructure and Administration.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

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

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="2,390,534.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="2,390,534.00"/>

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

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

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

Yes No

If "Yes", provide explanation and attach

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

** I AGREE

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

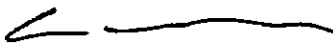
Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Director, Planning and Community Development
APPLICANT ORGANIZATION Stanislaus County	DATE SUBMITTED 6-15-2018

Application for Federal Assistance SF-424		
* 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: 06/05/2018	4. Applicant Identifier: E-18-UC-06-0100	
5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: n/a	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: STANISLAUS COUNTY		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 94-6000540	* c. Organizational DUNS: 073136720000	
d. Address:		
* Street1: 1010 10TH STREET, SUITE #3400	<input type="text"/>	
Street2:	<input type="text"/>	
* City: MODESTO	<input type="text"/>	
County/Parish: STANISLAUS COUNTY	<input type="text"/>	
* State:	CA: California	
Province:	<input type="text"/>	
* Country:	USA: UNITED STATES	
* Zip / Postal Code: 95354-000	<input type="text"/>	
e. Organizational Unit:		
Department Name: Planning and Community Develop	Division Name: Community Development	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Ms.	* First Name: Angela	<input type="text"/>
Middle Name:	<input type="text"/>	
* Last Name: Freitas	<input type="text"/>	
Suffix:	<input type="text"/>	
Title: Director, Planning and Community Development		
Organizational Affiliation: Staff		
* Telephone Number: 209-525-6330	Fax Number: 209-525-5911	
* Email: Angela@stancounty.com		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

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

Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14-231

CFDA Title:

Emergency Solutions Grant Program

*** 12. Funding Opportunity Number:**

14-231

*** Title:**

Entitlement Emergency Solutions Grant Program

13. Competition Identification Number:

Title:

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

Add Attachment

Delete Attachment

View Attachment

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

Stanislaus Urban County's Annual Action Plan for FY 2018-2019 that includes \$195,964 in ESG funds for the delivery of homeless prevention, rapid re-housing, HMIS, shelter and administration.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

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

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="195,964.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="195,964.00"/>

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

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

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

- Yes No

If "Yes", provide explanation and attach

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

** I AGREE

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

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

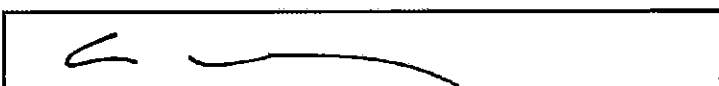
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (Identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Director, Planning and Community Development
APPLICANT ORGANIZATION Stanislaus County	DATE SUBMITTED 6.15.2018

6/5/18 6.1

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.

Uniform Relocation Act and 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, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

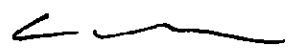
Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

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 Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.



Signature of Authorized Official

6.15.2018

Date

Director

Title

Specific Community Development Block Grant 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 plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan 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 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 CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) FY 2018, 2019 and 2020 [a period specified by the grantee 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.

In addition, 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 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 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 of Authorized Official

6-15-2018
Date

Director

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter’s rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient 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 recipient 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 recipient 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 recipient 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 recipient 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 recipient 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.

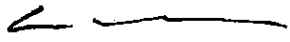
Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient 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 recipient 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 recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient 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 of Authorized Official

6-15-2018
Date

Director

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

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.



AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Cols	Lines
341795	0003647306	AAP FY 18/19 PHN LIZ KING	AAP FY 18/19 PHN LIZ KING	2	79

Attention:

CO STAN PLANNING DEPT
1010 10TH ST STE 3400
MODESTO, CA 95354

**Declaration of Publication
C.C.P. S2015.5**

STATE OF CALIFORNIA)
) ss.
County of Stanislaus)

I am a citizen of the United States; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am a printer and principal clerk of the publisher of the The Modesto Bee, which has been adjudged a newspaper of general circulation by the Superior Court of the County of Stanislaus, State of California, under the date of February 25, 1951 Action No. 46453. The notice of which the annexed is a printed copy has been published in each Issue thereof on the following dates, to wit:

May 06, 2018

STANISLAUS COUNTY
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on June 5, 2018 at 9:00 a.m., or as soon thereafter as the matter may be heard, the Stanislaus County Board of Supervisors will meet in the Basement Chambers, Lower Level, 1010 10th St., Modesto, CA, to conduct a public hearing to consider:

- Adoption of Stanislaus Urban County's Fiscal Year 2018-2019 Annual Action Plan (AAP)* that includes an estimated \$2,176,833 Community Development Block Grant (CDBG) Program allocation, and an estimated \$195,473 Emergency Solutions Grants (ESG) Program allocation for the Stanislaus Urban County.
- Adoption of the Stanislaus Urban County's Amended Citizen Participation Plan (CPP).

Stanislaus County has amended the Citizen Participation Plan with the specific changes identified as outlined in the recently published Final Rule 24 CFR Part 5 regarding a grantee's obligation to Affirmatively Furthering Fair Housing (AFFH). A copy of the documents will be available for review between May 1, 2018 and May 31, 2018 at the Planning Departments of each member of the Stanislaus Urban County (Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and Stanislaus County) and online at: <http://www.stancounty.com/planning/cdbg/plans-and-reports.shtml>.

NOTICE IS FURTHER GIVEN that at the said time and place, interested persons will be given the opportunity to be heard. Interested persons may also submit written comments to Stanislaus County regarding the program to Angela Freitas of the Stanislaus County Department of Planning and Community Development at the below-referenced address or by email to: Planning@stancounty.com. Any materials submitted for consideration (i.e. photos, petitions, etc.) will be retained by the County. If you have any questions, please call the Planning and Community Development Department at (209) 525-4330 between the hours of 8:30 a.m. and 4:30 p.m. or visit the offices at 1010 10th Street, Suite 3400, Modesto, CA. Questions may also be submitted to the email above.

* The funding allocation estimates for the Stanislaus Urban County's Fiscal Year 2018-2019 AAP is based on the Fiscal Year 2017-2018 funding allocation level of \$2,372,306. Once final HUD funding allocations are made available, the AAP will be updated to reflect those changes and technical adjustments will be made to programs as needed.

BY ORDER OF THE BOARD OF SUPERVISORS, DATED: May 1, 2018. ATTEST: Elizabeth King, Clerk of the Board of Supervisors, County of Stanislaus, State of California. BY: Pamela Villarreal, Assistant Clerk.

AVISO DE AUDICION PUBLICA

SE DA AVISO POR ESTE MEDIO que el día 5 de junio del 2018 a las 9:00 a.m., o a la más temprana de allí en adelante en que se escuche el asunto, la mesa directiva del Condado de Stanislaus se reunirá en el despacho de asuntos públicos en el 1010 10th Street, Modesto, CA, para considerar la adopción de:

- Aprobación del Plan de Acción Anual del Año Fiscal 2018-2019 el cual incluye el reparto de fondos del el Departamento de Vivienda y Desarrollo Urbano de aproximadamente \$2,176,833 del programa Subsidios Globales Para el Desarrollo Comunitario (CDBG), \$195,473 del programa de Subsidios para Refugiados de Emergencia (ESG) para el Condado de Stanislaus.
- Aprobación del el reviso del Plan de Participación de Ciudadanos

El Condado de Stanislaus ha hecho cambios específicos el Plan de Participación de Ciudadanos por los cambios al reglamento final 24 CFR Part 5 sobre la obligación del Condado de Affirmatively Furthering Fair Housing (AFFH). Una copia de cada documento estará disponible para revisión pública entre el 1 de mayo del 2018 y el 31 de mayo del 2018 en los departamentos de planificación de cada miembro del Condado Urbano de Stanislaus (Ceres, Hughson, Newman, Oakdale, Patterson, Waterford y Condado de Stanislaus) y por internet en <http://www.stancounty.com/planning/cdbg/plans-and-reports.shtml>.

SE DA AVISO MAS ALLA que a la dicha hora y lugar, se le dará la oportunidad de ser escuchadas a los personas interesadas. Las personas interesadas tendrán la oportunidad de someter comentarios en escrito referente al programa al Departamento de Desarrollo Comunitario Y Planificación por correo electrónico a planning@stancounty.com o al (209) 525-4330 entre las horas de 8:30 am y 4:30 p.m. o visite las oficinas en el 1010 10th Street, Suite 3400, Modesto, CA. Materiales sometidos a la mesa directiva del Condado de Stanislaus (por ejemplo: fotos, peticiones, etc.) serán retenidos por el Condado.

La asignación de financiación estimaciones del Condado Urbano de Stanislaus del Año Fiscal 2018-2019 AAP se basa en el Año Fiscal 2017-2018 financiación asignación de \$2,372,306. Una vez finales asignaciones de fondos de HUD están disponibles, el AAP se actualizará para reflejar los cambios y ajustes técnicos se hará a los programas según sea necesario.

BY ORDER OF THE BOARD OF SUPERVISORS, DATED: May 1, 2018. ATTEST: Elizabeth King, Clerk of the Board of Supervisors, County of Stanislaus, State of California. BY: Pamela Villarreal, Assistant Clerk
MOD-347306 5/4

I certify (or declare) under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Modesto, California on:

Date: 7th, day of May, 2018

Cynthia A. Marchanera

Signature



The Modesto Bee
modbee.com



AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PD	Cols	Lines
341759	0003848062	3128237	3128237	1	27

Attention:

CALIF NEWSPAPER SERVICE BUREAU
PO BOX 60460
LOS ANGELES, CA 90060

**Declaration of Publication
C.C.P. S2015.5**

STATE OF CALIFORNIA)
) ss.
County of Stanislaus)

I am a citizen of the United States; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am a printer and principal clerk of the publisher of the The Modesto Bee, which has been adjudged a newspaper of general circulation by the Superior Court of the County of Stanislaus, State of California, under the date of February 25, 1951 Action No. 46453. The notice of which the annexed is a printed copy has been published in each issue thereof on the following dates, to wit:

LIEN SALE
Notice is hereby given pursuant to sections 3071 and 3072 of the Civil Code of the State of California, the undersigned will sell the following vehicles at lien sale at said address(s) at said time(s) on:
Tuesday, May 22, 2018
to wit:
YEAR MAKE VIN LICENSE STATE
13 CHEV 1G11B55A5DF26303 7BW8309 CA
To be sold by: INTERSTATE TRANSMISSIONS, 1311 MITCHELL ROAD, MODESTO, Stanislaus COUNTY, CA 95331 (10:00 AM)
Said sale is for the purpose of satisfying lien of the above stated for towing, storage, labor, materials and lien charges, together with costs of advertising, and expenses of sale.
Clear Choice Lien Service, Inc.
P.O. Box 159009
San Diego, CA 92175
5718
CNS-01/28237#
THE MODESTO BEE
MOD-3848062 5/7

May 07, 2018

I certify (or declare) under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Modesto, California on:

Date: 7th, day of May, 2018

Cynthia A. Markham

Signature

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

This Agreement for Professional Services is made and entered into by and between the County of Stanislaus ("County") and Cloudburst Consulting Group, Inc., a Maryland Corporation authorized to do business in California, with an office located at 8400 Corporate Drive, Suite #550, Landover, MD. 20785 ("Consultant"), on May 28, 2019 (the "Agreement").

Introduction

WHEREAS, the County has a need for professional services involving the development of a Consolidated Plan, Annual Action Plan, and Analysis of Impediments to Fair Housing for the Planning and Community Development Department in accordance with Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.; the "Act"); and

WHEREAS, pursuant to the Board of Supervisors Board Resolution No. **2018-0265**, the Planning and Community Development Department is contracting these professional services for the development of the Consolidated Plan, Annual Action Plan, and Analysis of Impediments to Fair Housing to comply with the requirements for certification as a HUD Entitlement jurisdiction.

WHEREAS, the Consultant is specially trained, experienced and competent to perform and has agreed to provide such services;

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. SCOPE OF SERVICES

1.1 General Scope. The Consultant shall furnish to the County upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in **Exhibit A**, Scope of Services (hereafter referred to as "Services") which is attached hereto and, by this reference, made a part hereof.

1.2 Work Product. All documents, drawings and written work product prepared or produced by the Consultant under the Agreement, including without limitation electronic data files, are the property of the Consultant; 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 Consultant may copyright the same, except that, as to any work which is copyrighted by the Consultant, 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. The County shall defend, indemnify and hold harmless the Consultant from liability arising out of the reuse of documents prepared by the Consultant.

1.3 Work Schedule. Services and work provided by the Consultant under this Agreement will be performed in a timely manner in accordance with a schedule of work set forth in Exhibit C, Project Schedule. If there is no schedule, the hours and times for completion of said services and work are to be set by the Consultant; provided, however, that such schedule is subject to review by and concurrence of the County.

1.4 Compliance with Laws. The Consultant shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state and

County laws, ordinances, regulations and resolutions. The Consultant represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the Consultant and any reports or opinions prepared or issued as part of the work performed by the Consultant under this Agreement, Consultant makes no other warranties, either express or implied, as part of this Agreement.

1.5 Subcontractors. If the Consultant deems it appropriate to employ a consultant, expert or investigator in connection with the performance of the services under this Agreement, the Consultant will so advise the County and seek the County's prior approval of such employment. Any consultant, expert or investigator employed by the Consultant will be the agent of the Consultant not the County. Consultant 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.

2. COMPENSATION

2.1 Time & Materials Payment. The Consultant compensation shall be based on the hours worked by the Consultant and/or the Consultant's employees or subcontractors, multiplied by the applicable rate set forth in the Consultant's current, dated schedule of rates attached to and made a part of the Agreement; provided, however, the Consultant will provide the County 30-days written notice before any change in the rate schedule takes effect, as provided in Exhibit D, Schedule of Billing Rates, attached hereto.

2.2 Expenses. The County shall reimburse Consultant for Consultant's actual out-of-pocket expenses. Consultant shall not charge the County the cost of advancing funds to these expenses. All reasonable reimbursable expenses shall be supported by documentation at the time of billing. In addition to the aforementioned fees, Consultant will be reimbursed for the following items, plus any expenses agreed by the parties as set forth in the Consultant's Proposal attached hereto, that are reasonable, necessary and actually incurred by the Consultant in connection with the services. Reimbursable ordinary expenses shall include, but not be limited to:

- Postage
- In-house document reproduction: The billing statement shall contain, total number of copies made.
- Travel and expense: Consultant will be reimbursed for travel and expenses pre-approved by the Planning and Community Development Director or their designee, consistent with the County's Travel Policy (Attachment 1). Mileage shall be reimbursed at standard I.R.S rates.

2.3 Invoices. The Consultant shall provide the County with a monthly invoice 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. All invoices shall be accompanied by a Request for Funds (RFF) as specified in Section 2.4 of this Agreement.

2.4 Certification of Expenses. In every case, funds will be dispersed to Consultant subject to receipt of a Request for Funds (RFF) specifying and certifying that such expenses are in conformance with this Agreement, and that the Consultant is entitled to receive the amount requisitioned under the terms of this Agreement. With each RFF an official authorized to bind Consultant shall certify that "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the

terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

2.5 Payment for services will be dispersed upon request provided that: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation, such as a narrative with each invoice detailing the work completed, receipts, etc., verifying all costs are specific to carrying out the agreement scope; (3) Consultant agrees that the General Provisions for Selected Items of Cost (2 CFR 200.420-200.475) shall be used to determine the allowability of invoiced costs.

2.6 Taxes. County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Consultant under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Consultant. County has no responsibility or liability for payment of Consultant's taxes or assessments.

2.7 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 **\$96,708** including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant in the performance of work or services under the Agreement. Amount shall be paid to the Consultant upon full performance of the services specified under this Agreement that are in conformity with the approved Exhibit D, Schedule of Billing Rates and Exhibit A, Scope of Services which is attached to this Agreement and incorporated herein by reference.

2.8 Other Compensation. Consultant shall not be entitled to nor receive compensation from the County 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.

2.9 Payment to Subcontractors and Suppliers. Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Consultant must apply all funds and progress payments received by the Consultant 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 Consultant shall direct or otherwise manifest the Consultant's intention and desire that payments made by the Consultant to subcontractors, suppliers and material men shall be applied to retire and extinguish the debts or obligations resulting from the performance of the Agreement.

3. TERM

3.1 The term of this Agreement shall be from the date of this Agreement until completion of the agreed upon services unless sooner terminated as provided below or unless some other method or time of expiration is listed in the Scope of Services

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 The County may terminate this Agreement upon 30 days prior written notice. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Consultant, subject to any applicable setoffs.

3.4 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of Consultant's business.

4. REQUIRED LICENSES, CERTIFICATES AND PERMITS AND COMPLIANCE WITH LAWS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Consultant to provide the services and work described in Exhibit A, Scope of Services must be procured by Consultant and be valid at the time Consultant enters into this Agreement. Further, during the term of this Agreement, Consultant must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Consultant at no expense to the County.

Consultant shall comply will all applicable local state and Federal Laws rules and regulations.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in this Agreement, Consultant shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Consultant to provide the services under this Agreement. The Consultant--not the County--has the sole responsibility for payment of the costs and expenses incurred by Consultant in providing and maintaining such items.

6. INSURANCE

Coverage Required: Consultant shall obtain and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached Exhibit B, Professional Services Insurance.

7. DEFENSE AND INDEMNIFICATION

7.1 To the fullest extent permitted by law, Consultant 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 Consultant or Consultant'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. Notwithstanding the foregoing, Consultant's obligation to indemnify the County and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the Consultant in contributing to such claim, damage, loss and expense.

7.2 Consultant'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 Consultant to procure and maintain a policy of insurance.

7.3 To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend the Consultant and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of County and its officers or employees.

7.4 Subject to the limitations in 42 United States Code section 9607 (e), and unless otherwise provided in a Scope of Services approved by the parties:

(a) No provision of this Agreement shall be interpreted to permit or obligate Consultant to assume the status of "generator," "owner," "operator," "arranger," or "transporter" under state or federal law.

8. STATUS OF CONSULTANT

8.1 All acts of Consultant and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Consultant relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Consultant, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Scope of Services, Consultant has no authority or responsibility 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 Consultant. It is understood by both Consultant and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Consultant and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Consultant shall determine the method, details and means of performing the work and services to be provided by Consultant under this Agreement. Consultant shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Consultant in fulfillment of this Agreement. Consultant has control over the manner and means of performing the services under this Agreement. If necessary, Consultant has the responsibility for employing other persons or firms to assist Consultant in fulfilling the terms and obligations under this Agreement.

8.4 Consultant is permitted to provide services to others during the same period service is provided to County under this Agreement; provided, however, such services do not conflict directly or indirectly with the performance of the Consultant's obligations under this Agreement.

8.5 If in the performance of this Agreement any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision and control of Consultant. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Consultant.

8.6 It is understood and agreed that as an independent contractor and not an employee of County, the Consultant and the Consultant's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and, except as expressly provided for in any Scope of Services made a part hereof, do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.7 It is further understood and agreed that Consultant must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Consultant's assigned personnel under the terms and conditions of this Agreement.

8.8 As an independent contractor, 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.

9. RECORDS AND AUDIT

9.1 Consultant shall prepare and maintain all deliverable writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this Agreement. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof that Consultant provides to Stanislaus County during the contract term.

9.2 Any authorized representative of County shall have access to any 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 Consultant. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. CONFIDENTIALITY

The Consultant shall 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.

11. NONDISCRIMINATION

11.1 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, religious creed, color, national origin, ancestry, physical or mental disability including perception of disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. 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 non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; 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.

11.2 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

12. CONFLICTS OF INTEREST

12.1 Hatch Act Incorporated. Neither Consultant 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).

12.2 Conflict of Interest. Consultant shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of Consultant 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 Consultant 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.

12.3 Lobbying and Disclosure Requirements. Consultant certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450, or 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, Consultant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

12.4 Campaign Contribution Disclosure. Consultant 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.

13. ASSIGNMENT

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

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

To County:	To Consultant:
Stanislaus County Planning and Community Development Department, Business Manager	The Cloudburst Group Senior Contracts Manager
1010 10 th Street, Suite #3400	8400 Corporate Drive, Suite #550
Modesto, CA 95354	Landover, MD 20785

16. CONFLICTS

Consultant 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. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

18. AMENDMENT

This Agreement may only be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

19. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

20. 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.

21. 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.

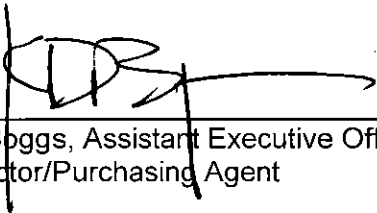
22. GOVERNING LAW AND VENUE

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 Stanislaus County, State of California.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

COUNTY OF STANISLAUS

**CLOUDBURST CONSULTING GROUP, INC.,
A MARYLAND CORPORATION**

By: 
Keith D. Boggs, Assistant Executive Officer
GSA Director/Purchasing Agent

By: 
Michelle Hayes, President
The Cloudburst Group

"County"

"Consultant"

APPROVED AS TO CONTENT:

By: 
Angela Freitas, Director
Planning and Community Development

APPROVED AS TO FORM:

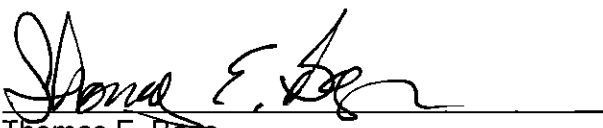
By: 
Thomas E. Boze
County Counsel

EXHIBIT A SCOPE OF SERVICES

CONSOLIDATED PLAN, ANALYSIS OF IMPEDIMENTS TO FURTHER FAIR HOUSING, AND ANNUAL ACTION PLANS

This Scope of Services includes services to be provided to both Stanislaus County (“County”) and the City of Turlock (“City”). The County serves as the “lead entity” for the Stanislaus Urban County and City as the “lead entity” for the Turlock/Stanislaus HOME Consortium. The Consolidated Plan (Con Plan) prepared under this Scope of Services will be a single document covering both the Turlock/Stanislaus Urban County HOME Consortium and the Stanislaus Urban County. Separate, Annual Action Plans (AAP) will be prepared for both the County and the City. The Analysis of Impediments to Further Fair Housing (AI) is being prepared under this Scope of Services to cover the City and the Stanislaus Urban County, in addition include the City of Modesto and the Housing Authority of Stanislaus County. The Stanislaus Urban County includes the unincorporated areas of Stanislaus County along with the cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford. The Stanislaus Urban County for purposes of this Scope of Services may also include the City of Riverbank, pending the County’s receipt of the city’s intent to join during the 2020-2025 Consolidated Plan planning period.

For purposes of this Scope of Services, the Urban County cities, City of Modesto, and Housing Authority of Stanislaus County shall be referred to as “partners”; Community organizations and other agencies shall be referred to as “stakeholders”; and members of the public shall be referred to as “citizens” or the “general public”.

Note: Tasks involving AI specific tasks are identified by an asterisk “*” in this Scope of Services.

TASK 1 – PROJECT LAUNCH*

Task 1.1 – Project Launch

After contract execution, Cloudburst will work with County and City staff to schedule an in-person kick-off meeting, inviting County and City staff and any key partners, as identified by the County and the City, to accomplish the following:

- Finalize the project schedule
- Discuss and finalize an outreach strategy to facilitate Citizen/Stakeholder Participation Workshops and meetings
- Identify stakeholders and partners
- Locate alternate data for tables where Integrated Disbursement and Information System (IDIS) may not pre-populate data or for tables where “alternate” local data is preferred by the County and City
- Discuss the development of survey and other data collection tools and analyze information gathered from public and private organizations and the general public as part of the 5-year Con Plan and AI processes

- Understand any concerns or changes in activities since development and adoption of the previous Con Plan
- Review Con Plan procedures and work flows/policies and procedures of existing programs

Task 1.2 – Develop Community Profiles for Review and Approval by the County and City

In coordination with the County and City, Cloudburst will develop community profiles that take into account the area's demographic and socioeconomic diversity. In addition to highlighting key data points, the profiles will also deploy geospatial data to map and graph relevant information for the County and City.

Task 1.3 – Develop Stakeholder Survey

To leverage resources and include the input from County and City staff, the Cloudburst team will develop a County-wide online survey that will solicit the input of key stakeholders and citizens to determine the public and private housing needs of the area and inform the Con Plan and AI processes.

Task 1.4 – Develop Communication and Outreach Strategy

As part of the Con Plan and AI outreach efforts, the Cloudburst team will collaborate with County and City staff to develop an outreach strategy that will leverage in-person and virtual community meetings, focus groups, virtual and in-person workshops, online campaigns, and other potential strategies to generate the meaningful input of residents throughout the process. Such strategy will utilize an equity framework that accounts for disparities in race, gender, and other protected categories, as well as for persons with potential barriers to community engagement.

Task 1.5 – Project Management/Status Meeting

Through the duration of the project, Cloudburst will facilitate regular check-in meetings with County and City staff to keep everyone abreast of project schedules, challenges, and anticipated deliverables for review. County and City may choose to invite representatives from the Stanislaus Urban County cities, City of Modesto, and Housing Authority of Stanislaus County as necessary or desired. During the kick-off meeting, Cloudburst will confirm a Project Communication Plan to guide meetings, deliverables, and review schedules between Cloudburst and City and County staff.

TASK 2 – INITIAL DATA ANALYSIS*

Task 2.1 – Initial Data Analysis

Complete Countywide, and jurisdictional specific, analysis using the Scope of Services listed in Exhibit A of the Request for Proposal (RFP #18-61-AS) released by the County, adding in supplemental data where relevant and impactful.

Deliverable: Cloudburst will deliver to the County and City an editable document such as, but not limited, to PowerPoint presentation and handouts, with all relevant quantitative data to use for community engagements, agency consultations, and eventually the Con Plan.

TASK 3 – CITIZEN PARTICIPATION, CONSULTATION, AND COORDINATION NARRATIVES*

Task 3.1 – Citizen Participation, Consultation, and Coordination Narratives

One on-site meeting, location to be set by County, with County, City, partners, and stakeholders. staff, along with a Citizen Participation Narrative and meeting summaries of the review process.

TASK 4 – CITIZEN AND STAKEHOLDER ENGAGEMENT*

Task 4.1 – Conduct Two Community Meetings

Conduct two on-site community meetings, with locations to be set by County.

Deliverable: Cloudburst will deliver summarized notes of the meetings and a Summary Report from each of the community meetings. The final notes and report shall be delivered to the County in both Microsoft Office Word and PDF format.

TASK 5 – FINAL DATA ANALYSIS AND RECOMMENDATIONS*

Task 5.1 – Analyzing and Summarizing results of the community-wide survey

The Cloudburst team will work with the County, City, partners, and stakeholders to collect, analyze, and summarize the results of the community-wide web survey. The data will serve to identify strengths and gaps within Stanislaus County and the effectiveness and awareness of existing programs. Cloudburst will produce this report in a format that displays its results in written analysis and graphic visualizations.

Deliverable: Cloudburst will deliver a draft report of the final data analysis and recommendations for review by the County and City. Upon receipt of County and City comments, Cloudburst will produce a final report. The final report shall be delivered to the County in both Microsoft Office Word and PDF format.

Task 5.2 – Facilitate Discussion on Priority Needs

Using the information gathered from the initial data analysis and the stakeholder engagement, Cloudburst will review through a remote virtual meeting high and low priority needs with County and City staff.

Deliverable: Cloudburst will deliver this information in an editable document, comprised of charts, graphs, tables, and other visualization tools and accompanied by initial written analysis identifying the key needs to County staff at least 24 hours prior to the meeting.

Task 5.3 – Finalize Needs Analysis, Goals and Priorities

After facilitating a discussion of high and low priority needs, the community-wide stakeholder survey, and community outreach meetings, Cloudburst will present County and City staff with a draft of needs, goals, and priorities the County and City should consider in the Con Plan process.

Deliverable: Cloudburst will deliver draft goals and priorities to the County for review by the County and City. Upon receipt of County and City comments, Cloudburst will produce a list of final goals and priorities in an editable document to be included in the Con Plan.

TASK 6 – DRAFT CON PLAN: HOUSING AND MARKET ANALYSIS

Task 6.1 – Housing and Market Analysis (MA)

Provide an initial draft of MA screens 05-50 of the joint Consolidated Plan and a report analyzing land use in the County and City to inform development of affordable housing.

TASK 7 – DRAFT CON PLAN: NEEDS ASSESSMENT

Task 7.1 – Needs Assessment (NA)

Provide an initial draft of NA screens 05-50 of joint Consolidated Plan for the County and City.

TASK 8 – CONSOLIDATED PLAN DRAFT

Task 8.1 – Consolidated Plan Draft

In addition to the NA and MA sections of the joint Con Plan, Cloudburst will finalize the complete Con Plan for review:

- Executive Summary
- Lead Hazard Reduction Strategy
- Five Year Strategic Plan to address the identified housing and community development needs
- Strategy to reduce barriers to affordable housing
- Anti-Poverty Strategy

Deliverable: Cloudburst will provide a Draft of entire Con Plan to the County for County and City review. Upon receipt of County and City comments, Cloudburst will produce a final Con Plan. The final Con Plan shall be delivered to the County in both Microsoft Office Word and PDF format.

TASK 9 – ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE*

Task 9.1 – Provide a draft Analysis of Impediments to Fair Housing Choice

Cloudburst will draft an AI that will integrate the qualitative and quantitative data, community survey, and other initial data collection. The development of the AI will occur ahead of the Con Plan process

to enable the alignment between the fair housing goals with the Strategic Plan of the Con Plan. Cloudburst will prepare the AI with the guidance and direction from County staff. County staff will coordinate efforts with the City, City of Modesto, and Housing Authority of the County of Stanislaus.

The Cloudburst team will consult with the County, City, and City of Modesto's previous AI to create a framework for the 2020 AI. A thorough review of existing laws, regulations, administrative policies and procedures will launch the work on the AI. This review will be followed up with an analysis of how those regulations and policies affect affordable housing choice and access to such housing Countywide. In drafting the AI, the Cloudburst team will also incorporate the following into its work:

- An assessment of local residents' and the real estate industry's awareness of fair housing issues based on available survey data and follow-up calls with stakeholders and industry leaders
- An assessment of current land use and group home practices based on zoning data provided by City, County, and partner staff
- An analysis of differences in property tax rates, as provided by City, County, and partner staff, as a result of rate controlling mechanisms such as Proposition 13, for home value and year of purchase for different racial groups Countywide
- An assessment of job opportunities in relationship to area or residential concentration of minorities and other classes of persons protected by the Fair Housing Act based on previous job and economic development plans, projects, and reports, and private studies done in the area
- Documentation of the nature and extent of fair housing complaints/lawsuits or other data that may evidence achievement or lack of fair housing choices based on the information provided by the local Housing Authority and fair housing providers contracted by the County, City, and City of Modesto
- Patterns of ownership versus rental, housing density, housing age, and/or condition, overcrowding, income, family size, residency tenure, bank loans by type, and available information based on Comprehensive Housing Affordability Strategy (CHAS), American Community Survey (ACS), and local information
- Demographic overview of the City, County, and partners, showing how the jurisdictions compare to the County as a whole in racial composition, homeownership by race, affluence, and poverty by race and trends since 2010

In developing the AI and the different elements outlined, Cloudburst will utilize already gathered datasets and analysis to further inform the Affirmatively Furthering Fair Housing (AFFH) Mapping Tool data and maps provided by HUD. Cloudburst will develop the AI taking into consideration the County as a whole and the unique jurisdictions within the County. Throughout the development of the AI, Cloudburst will regularly consult with the County, City, City of Modesto, and Housing Authority, and key stakeholders to ensure that the AI and its findings are reflective of how the County and City, City of Modesto and Housing Authority functions on a practical level, as indicated through both quantitative and qualitative data.

TASK 10 – FINAL DRAFTS OF DOCUMENTS*

Task 10.1 – Provide final draft of Analysis of Impediments

The Con Plan and the AI documents will be provided to the County for a final round of consolidated

edits and internal feedback. Cloudburst will work with the County to integrate any new feedback, developing a final draft of both documents. Finally, Cloudburst will render both documents into reader-friendly formats as to maximize the engagement with the public.

Deliverable: Cloudburst will deliver a draft of both the Con Plan and AI for review by the County and City. Upon receipt of County and City comments, Cloudburst will produce final documents. The final documents shall be delivered to the County in both in a document that can be edited in

Microsoft Office Word and PDF format. The County and the City will engage its partners in review of the draft documents and will incorporate the partners comments into their own comments.

TASK 11 – PUBLIC HEARINGS AND PLAN SUBMISSION*

Task 11.1 – Provide support for Public Hearings and Plan submission

Cloudburst will support up to one public hearing each for County and one for the City, as requested by County and City to be scheduled at mutually agreeable dates and provide up to 16 hours of on-call troubleshooting technical assistance for entry of the Con Plan into the HUD eCon Planning Suite.

TASK 12 – ANNUAL ACTION PLAN DEVELOPMENT FOR COUNTY

Task 12.1 – Provide an Annual Action Plan for the FY 2020-21 for the County

Cloudburst will prepare and final an AAP for the County and will support up to one public hearing, as requested by County, and provide up to 16 hours of on-call troubleshooting technical assistance for entry of the Con Plan and AAP into the HUD eCon Planning Suite.

Deliverable: Cloudburst will provide a draft of the Stanislaus Urban County's AAP to the County for review. Upon receipt of County comments, Cloudburst will produce a final AAP. The final AAP shall be delivered to the County in both Microsoft Office Word and PDF format and Cloudburst shall assist with the entry of the AAP, along with the Con Plan, into the HUD eCon Planning Suite.

TASK 13 – ANNUAL ACTION PLAN DEVELOPMENT FOR THE CITY

Task 13.1 – Provide an Annual Action Plan for the FY 2020-21 for the City

Following the same process as Task 12, Cloudburst will provide a draft of the City of Turlock's AAP to the City for review. Cloudburst will complete all required fields for the City's Annual Action Plan for the FY 2020 – 2021, which will include one remote working session.

EXHIBIT B

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage

Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and the Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability and Auto Liability coverage can be provided in the form of an endorsement to the Consultant's insurance (**at least** as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage **at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Reporting: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employee's, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, 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 Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for **at least five (5) years** after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

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

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_____ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Michelle L Hayes Date: 5/23/19

Signature: Michelle L Hayes Date: 5/23/19

Vendor Name: The Cloudburst Group (a California Corporation)
Maryland

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division: Kevin Watts Date: _____

EXHIBIT C

Project Schedule

Based on the timeline provided in Schedule of Deliverables found in the Request for Proposal (RFP #18-61-AS) released by the County, Cloudburst proposes the following schedule of tasks for completion of the 2020-2025 Consolidated Plan, Analysis of Impediments, and Annual Action Plans.

During the kick-off meeting, Cloudburst will confirm the final schedule with the County and City. Based on this meeting, we will make appropriate adjustments to the schedule, including the addition of anticipated completion dates for all sub-tasks and deliverable.

Progress, timeline, and all due dates will be reviewed at least monthly over the period of the contract. Cloudburst assumes a project start date of May 1, 2019 and will be adjusted based on actual contract timing.

Cloudburst will provide 16 hours of On-Call Technical Assistance (TA) that includes support during HUD’s review period of May 2020 through September 2020 or until HUD certification for each document is provided.

*The Project Schedule will be adjusted based on actual contract timing

Date	Task	Activity
May 2019	1	Project Launch: Coordinate project kick-off meeting, finalize project schedules, develop Community Profiles for Review and Approval
May 2019	1	Develop Stakeholder Survey, develop and implement a communication and outreach strategy, review County and City policies & procedures and citizen participation plan
May 2019	2	Draft Initial Data Analysis: Complete draft analysis of data to support initial stakeholder engagement and agency consultations, update draft analysis with publicly accessible supplemental datasets, and develop a PowerPoint presentation with quantitative data to inform community engagement, agency consultations, and eventually the Consolidated Plan
May 2019 – July 2019	3, 4	Citizen Participation, Consultation, and Coordination Narratives: Complete initial key stakeholder meetings and agency consultations to identify key priority needs and inform final data analysis, develop, deploy, and analyze results of one web-based survey, develop a social media campaign Citizen and Stakeholder Engagement: facilitate community focus group meetings
June 2019 – Aug 2019	5	Final Data Analysis and Recommendations: Analyze and summarize results of the community wide survey, facilitate discussion on priority needs, finalize needs analysis, goals, and priorities; develop an analysis and summary report of community survey results; develop a PowerPoint of high and low priority needs; draft of goals and priorities
June 2019 – Aug 2019	6, 7	Draft Con Plan: Housing and Market Analysis: Initial draft of Market Analysis (MA) and a report analyzing land use in the joint

		Consolidated Plan to inform development of affordable housing
		Draft Con Plan: Assessment of Housing Needs: Initial draft of Needs Assessment of joint Consolidated Plan.
Aug 2019 – September 2019	8	Draft Remainder of Con Plan: Initial draft of the remaining section of the Consolidated Plan
September 2019 – October 2019	9, 12, 13	Analysis of Impediments to Further Fair Housing Choice: Draft of Analysis of Impediments
		City of Turlock Annual Action Plan: Draft Annual Action Plan for FY 2020-2021
		Stanislaus County Annual Action Plan: Draft Annual Action Plan for FY 2020-2021
November 2019 – February 2020	10	Final Drafts of Documents: Finalize Consolidated Plan. Finalize Analysis of Impediments. Finalize Annual Action Plans
February 2020 – April 2020	11	Public Hearings: Public review release of Consolidated Plan, Analysis of Impediments, and Annual Action Plans; incorporate comments received during public review period and at public hearings; develop one (1) print deliverable to the County and one (1) print deliverable to the City; IDIS entry preparation
April 2020 – October 2020	11	Up to sixteen (16) hours of on-call support

**EXHIBIT D
SCHEDULE OF BILLING RATES**

A. CONSULTANT SERVICES

<u>Staff Position</u>	<u>Hourly Rate</u>
Senior Subject Matter Expert (SME)I	\$186
Subject Matter Expert (SME) II	\$149
Senior Analyst I	\$102
Project Manager – Analyst II	\$84
Analyst III	\$94
Junior Analyst II	\$68

B. ASSIGNED STAFF

The Consultant makes a commitment to providing dedicated staff to support the project's Scope of Services, Exhibit A of the Agreement, and designated staff will be expected to perform at the journey level or above. Any substitution of staff will require County approval of the recommended staffing changes. At the time of contract execution, the Consultant's project staff shall be the following:

Joel Warren, Project Manager, SME (Analyst II)
Steve Sachs, Senior SME (Senior SME I)
Cesar Castro, Analyst (Analyst III)
Susan Walsh, SME (SME II)
Melissa Campbell (Senior Analyst I)
Shea Lilly (Junior Analyst II)

In addition to hourly rates, the Consultant may include travel and other direct costs in its invoices, including receipts as appropriate. The Consultant applies General and Accounting (G&A), indirect burden to travel and other direct costs (ODCs) consistent with practices that have been reviewed and approved by our cognizant audit agency, U.S. Department of Housing and Urban Development (HUD). The G&A rate used (23%) is consistent with our current agreement with HUD which can be provided upon request.

The Consultant has established travel policies and procedures in place which are consistent with 2 CFR 200, Federal Acquisition Regulations (FAR), as well as Federal Travel Regulations (FTR) and Department of State Per Diems and Allowances.

The County's assigned project manager/primary point of contact shall be:

- Ana San Nicolas, Program Manager, Stanislaus County Planning and Community Development Department

EXHIBIT E PROJECT BUDGET

Project Budget Summary

				Consolidated Plan		Analysis of Impediments to Fair Housing Choice		Stanislaus County and City of Turlock Action Plans		Total Program	
Team Member	Role	Labor Category	Rate	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Dollars
Joel Warren	Project Manager, SME	Analyst II	\$ 84	247	\$ 20,748	55	\$ 4,620	36	\$ 3,024	338	\$ 28,392
Steven Sachs	Senior SME	Senior SME I	\$ 186	74	\$ 13,764	66	\$ 12,276	4	\$ 744	144	\$ 26,784
Cesar Castro	Analyst	Analyst III	\$ 94	209	\$ 19,646	45	\$ 4,230	28	\$ 2,632	282	\$ 26,508
Susan Walsh	SME	SME	\$ 149	23	\$ 3,427	50	\$ 7,450	0	\$ -	73	\$ 10,877
										0	\$ -
LABOR TOTAL				553	\$ 57,585	216	\$ 28,576	68	\$ 6,400	837	\$ 92,561
Travel					\$ 3,997		\$ 150		\$ -		\$ 4,147
Reproduction/Materials/Teleconference											
TOTAL					\$ 61,582		\$ 28,726		\$ 6,400	837	\$ 96,708



DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT
1010 10TH Street, Suite 3400, Modesto, CA 95354
Planning Phone: (209) 525-6330 Fax: (209) 525-5911
Building Phone: (209) 525-6557 Fax: (209) 525-7759

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF STANISLAUS
AND
CITY OF MODESTO FOR**

A REGIONAL ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING

This MEMORANDUM OF UNDERSTANDING, entered into this 1st day of July 2019, is between the **County of Stanislaus** (hereinafter referred to as "County"), whose address is 1010 10th Street, Suite #3400, Modesto CA 95354, and **City of Modesto** (hereinafter referred to as "City") whose address is 1010 10th Street, Suite #3100, Modesto, CA 95354.

WHEREAS, County is the "lead agency" for the Stanislaus Urban County, as a U.S. Department of Housing and Urban Development (HUD) Entitlement Jurisdiction and the City is a separate HUD Entitlement Jurisdiction, which both receive federal funding requiring the independent preparation of an Analysis of Impediments to Fair Housing; and

WHEREAS, County has solicited proposals from qualified consultants for consultant services to complete a Regional Analysis of Impediments to Fair Housing that includes the Stanislaus Urban County, the City of Modesto, the City of Turlock, and the Stanislaus Regional Housing Authority, and

WHEREAS, on December 19, 2018, the County received two proposals for consultant services – TDA Consulting, Inc. and The Cloudburst Group; and

WHEREAS, The Cloudburst Group has been selected as the Consultant to provide the desired professional services; and

WHEREAS, County will serve as the "lead agency" for purposes of the development of the Regional Analysis of Impediments to Fair Housing and the City will serve as a "Participating Agency"; and

WHEREAS, County and the City wish to enter into this Memorandum of Understanding (MOU) to clearly identify the roles and responsibilities of each party as they relate to professional services to be provided by the selected Consultant, including payment of all costs incurred.

NOW THEREFORE, County and the City agree as follows:

**ARTICLE I
PARTY RESPONSIBILITIES**

1. County will enter into a professional services agreement with The Cloudburst Group for the delivery of services, as outlined in the program details, for a Regional Analysis of

Memorandum of Understanding
Stanislaus County Planning & Community Development

Impediments to Fair Housing, in the Consultant's Proposal to the County's RFP #18-61-AS.

2. County will provide all Consultant invoices with costs payable by the City, to the City for review and approval prior to payment. The County will pay all invoices in full and the City shall reimburse the County for their share of the costs within 30-days of invoice approval as outlined in Article IV.
3. County will serve as the "lead agency" for purposes of the development of the Regional Analysis of Impediments to Fair Housing. Both the County and City will be responsible for submitting the Regional Analysis of Impediments to Fair Housing to HUD representative.
4. Adoption of the Regional Analysis of Impediments to Fair Housing resulting from this MOU shall be conducted independently through each jurisdiction's legislative decision-making body.
5. Both County and City shall adhere to applicable federal and state laws, regulations, and guidelines.
6. County and City shall follow all relevant laws and regulations regarding documentation, reporting, use, etc. of these federal funds in accordance with OMB circulars A-122 and A-133 (for non-profits) or OMB circulars A-87 and A-133 (for State, Local, and Indian Tribal Governments) or OMB circulars A-21 (for Educational Institutions).
<http://www.whitehouse.gov/omb/circulars/>
7. County, the City of Modesto, the City of Turlock, and the Housing Authority shall be responsible for costs incurred under this MOU as reflected in Attachment "A" – Cost Sharing.

ARTICLE II
GENERAL PROVISIONS

1. This MOU, including attachments, shall form the entire agreement and understanding between **County** and **City**. Except as provided in Article VII hereof, no other written or verbal statements, shall be binding upon the parties or construed as modifying this MOU in any way.
2. The governing law of this MOU shall be the law of the State of California. The parties agree that County is the sole proper venue for the litigation of any and all disputes arising out of or relating to this MOU.

3. Communications to **County** shall be directed to:

Stanislaus County Planning & Community Development Department
Attention: Program Manager
1010 10th Street, Suite 3400
Modesto, CA 95354
(209) 525-6330
FAX: (209) 525-5911

Communications to **City** shall be directed to:

City of Modesto, Community and Economic Development Division
Attention: Community Development Manager
1010 10th Street, Suite #3100
Modesto, CA 95354
(209) 577-5211

**ARTICLE III
TERM**

The term of this MOU shall be from July 1, 2019, through October 1, 2020, or until all work to be conducted by The Cloudburst Group under the terms of this Agreement has been conducted and all costs incurred paid.

**ARTICLE IV
CHARGES, INVOICING, AND PAYMENT**

1. County will provide all Consultant invoices, with costs payable by the City, to the City for review and approval prior to payment. The City shall have 15-days to review the invoice.
2. The County will pay all invoices in full and the City shall reimburse the County for its share of the costs within 30-days of invoice approval.

**ARTICLE V
INDEPENDENT CONTRACTOR STATUS**

This MOU is by and between two independent contractors and is not intended to, and shall not be, construed to create the relationship of employer, employee, partnership, agent, servant, or joint venture with City or any persons employed by City, including Subcontractors or employees thereof.

**ARTICLE VI
INSURANCE AND INDEMNIFICATION**

1. The **City and County** shall maintain throughout the period of this MOU the following insurance coverages, which shall be written on an "occurrence" basis:
 - A. Worker's Compensation and Employer's Liability insurance, as required by law;
 - B. Comprehensive General, bodily injury, and property damage insurance, with \$1,000,000 combined single limits; and
 - C. Comprehensive automobile liability insurance for owned and rented/leased vehicles, including bodily injury and property damage coverage, with \$1,000,000 combined single limits.

2. Neither party, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of any act or failure to act by the other party under, or in connection with, any work delegated to that party under this MOU. The parties further agree, pursuant to Governmental Code Section 895.4, that each party shall fully indemnify and hold harmless the 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 MOU.

**ARTICLE VII
MODIFICATIONS**

Specific activities outlined in this MOU may be modified in keeping with established Program regulations and guidelines by written consent of all parties involved.

**ARTICLE VIII
DISPUTES**

The parties may pursue their respective remedies at law or equity for any claim, controversy, or dispute relating to this MOU.

**ARTICLE IX
NON-ASSIGNMENT**

Neither party shall assign, transfer, or further subcontract this MOU, in whole or in part, without prior written approval of the other.

**ARTICLE X
SEVERABILITY AND SURVIVAL**

If any of the provisions herein are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not effect any other

Memorandum of Understanding
Stanislaus County Planning & Community Development

provision, and this MOU will be construed as valid, legal, and enforceable in all other respects.

**ARTICLE XI
TERMINATION**

1. Each party retains the right to terminate this MOU without cause upon thirty (30) days advance notice to the other. Each party retains the right to terminate this MOU for cause upon twenty-one (21) days advance written notice to the other, which notice shall specify the cause.
2. After termination, the City shall remain responsible for the payment of any outstanding cost share for work already performed by the Consultant for the benefit of the City.

**ARTICLE XII
ENTIRE DOCUMENT**

This MOU represents the entire agreement between the parties and supersedes all prior agreements and understandings relating to the preparation of a Regional Analysis of Impediments to Fair Housing.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives, as follows:

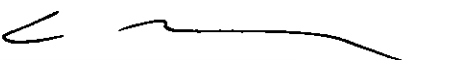
COUNTY OF STANISLAUS

Planning and Community
Development Department
1010 10th Street, Suite 3400
Modesto, CA 95354
(209) 525-6330

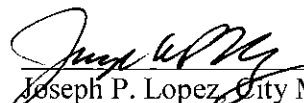
CITY OF MODESTO

Community and Economic
Development Division
1010 10th Street, Suite #3100
Modesto, CA 95354
(209) 577-5211

SIGNATORIES




Angela Freitas, Director
County of Stanislaus
Planning and Community Development
Department



Joseph P. Lopez, City Manager
City of Modesto

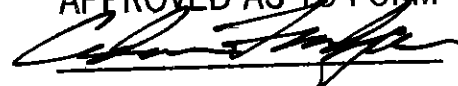
APPROVED AS TO FORM:

Thomas E. Boze
County Counsel



Robert J. Taro
Assistant County Counsel

APPROVED AS TO FORM



Adam Lindgren
CITY ATTORNEY

Regional Analysis of Impediments to Fair Housing Cost Share

ATTACHMENT A

Consortium Consolidated Plan, Annual Action Plans, and Regional Analysis of Impediments to Fair Housing	Stanislaus County	City of Turlock	City of Modesto	Housing Authority	Total Cost Share
Consortium Consolidated Plan	\$ 10,123.00	\$ 10,123.00	N/A	N/A	\$ 20,246.00
Annual Action Plans	\$ 3,200.00	\$ 3,200.00	N/A	N/A	\$ 6,400.00
Regional Analysis of Impediments to Fair Housing	\$ 11,031.00	\$ 2,988.00	\$ 8,963.00	\$ 5,744.00	\$ 28,726.00
Project Costs*	\$ 18,601.20	\$ 18,601.20	\$ 2,066.80	\$ 2,066.80	\$ 41,336.00
TOTAL	\$ 42,955.20	\$ 34,912.20	\$ 11,029.80	\$ 7,810.80	\$ 96,708.00

*The total cost share includes the base cost for the Regional AI which was based on population and 10% of the overall project costs for the City of Modesto and the Housing Authority. The remainder of the projects costs that include work on the Consortium Consolidated Plan were split between the County and the City of Turlock (see Project Costs Breakdown).

<u>Project Costs Breakdown</u>	<u>Stanislaus County</u>	<u>City of Turlock</u>	<u>City of Modesto</u>	<u>Housing Authority</u>	<u>Total Cost</u>
Project Launch	\$ 3,821.85	\$ 3,821.85	\$ 849.30	\$ 849.30	\$ 7,643.70
Initial Data Analysis	\$ 2,443.95	\$ 2,443.95	\$ 543.10	\$ 543.10	\$ 4,887.90
Citizen and Stakeholder Engagement	\$ 5,907.15	\$ 5,907.15	\$ 1,312.70	\$ 1,312.70	\$ 11,814.30
Final Data Analysis & Recommendations	\$ 2,172.60	\$ 2,172.60	\$ 482.80	\$ 482.80	\$ 4,345.20
Final Draft of Documents	\$ 764.55	\$ 764.55	\$ 169.90	\$ 169.90	\$ 1,529.10
Public Hearings and Submission	\$ 3,491.10	\$ 3,491.10	\$ 775.80	\$ 775.80	\$ 6,982.20



DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT
1010 10TH Street, Suite 3400, Modesto, CA 95354
Planning Phone: (209) 525-6330 Fax: (209) 525-5911
Building Phone: (209) 525-6557 Fax: (209) 525-7759

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF STANISLAUS
AND
STANISLAUS REGIONAL HOUSING AUTHORITY FOR
A REGIONAL ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

This MEMORANDUM OF UNDERSTANDING, entered into this 1st day of July 2019, is between the **County of Stanislaus** (hereinafter referred to as "County"), whose address is 1010 10th Street, Suite #3400, Modesto CA 95354, and **Stanislaus Regional Housing Authority** (hereinafter referred to as "Housing Authority") whose address is 1701 Robertson Road, Modesto CA 95358.

WHEREAS, County and the Housing Authority, both receive federal funding requiring the independent preparation of an Analysis of Impediments to Fair Housing; and

WHEREAS, County has solicited proposals from qualified consultants for consultant services to complete a Regional Analysis of Impediments to Fair Housing that includes the Stanislaus Urban County, the City of Modesto, the City of Turlock and the Stanislaus Regional Housing Authority, and

WHEREAS, on December 19, 2018, the County received two proposals for consultant services – TDA Consulting, Inc. and The Cloudburst Group; and

WHEREAS, The Cloudburst Group has been selected as the Consultant to provide the desired professional services; and

WHEREAS, County will serve as the "lead agency" for purposes of the development of the Regional Analysis of Impediments to Fair Housing and the Housing Authority will serve as a "Participating Agency"; and

WHEREAS, County and the Housing Authority wish to enter into this Memorandum of Understanding (MOU) to clearly identify the roles and responsibilities of each party as they relate to professional services to be provided by the selected Consultant, including payment of all costs incurred.

NOW THEREFORE, County and the Housing Authority agree as follows:

**ARTICLE I
PARTY RESPONSIBILITIES**

- 1. County will enter into a professional services agreement with The Cloudburst Group for the delivery of services, as outlined in the program details, for a Regional Analysis of Impediments to Fair Housing, in the Consultant's Proposal to the County's RFP #18-61-AS.

Purch. scand. CIMS ... BOS

Memorandum of Understanding
Stanislaus County Planning & Community Development

2. County will provide all Consultant invoices with costs payable by the Housing Authority, to the Housing Authority for review and approval prior to payment. The County will pay all invoices in full and the Housing Authority shall reimburse the County for their share of the costs within 30-days of invoice approval as outlined in Article IV.
3. County will serve as the “lead agency” for purposes of the development of the Regional Analysis of Impediments to Fair Housing. Both the County and Housing Authority will be responsible for submitting the Regional Analysis of Impediments to Fair Housing to their HUD representative.
4. Adoption of the Regional Analysis of Impediments to Fair Housing resulting from this MOU shall be conducted independently through each jurisdiction’s legislative decision-making body.
5. Both County and Housing Authority shall adhere to applicable federal and state laws, regulations, and guidelines.
6. County and Housing Authority shall follow all relevant laws and regulations regarding documentation, reporting, use, etc. of these federal funds in accordance with OMB circulars A-122 and A-133 (for non-profits) or OMB circulars A-87 and A-133 (for State, Local, and Indian Tribal Governments) or OMB circulars A-21 (for Educational Institutions). <http://www.whitehouse.gov/omb/circulars/>
7. County, the Housing Authority, the City of Modesto, and the City of Turlock shall be responsible for costs incurred under this MOU as reflected in Attachment “A” – Cost Sharing.

ARTICLE II
GENERAL PROVISIONS

1. This MOU, including attachments, shall form the entire agreement and understanding between **County and Housing Authority**. Except as provided in Article VII hereof, no other written or verbal statements, shall be binding upon the parties or construed as modifying this MOU in any way.
2. The governing law of this MOU shall be the law of the State of California. The parties agree that County is the sole proper venue for the litigation of any and all disputes arising out of or relating to this MOU.

3. Communications to **County** shall be directed to:

Stanislaus County Planning & Community Development Department
Attention: Program Manager
1010 10th Street, Suite 3400
Modesto, CA 95354
(209) 525-6330
FAX: (209) 525-5911

Communications to **Housing Authority** shall be directed to:

Stanislaus Regional Housing Authority
Attention: Executive Director
1701 Robertson Road
Modesto, CA 95358
(209) 557-2015

**ARTICLE III
TERM**

The term of this MOU shall be from July 1, 2019, through October 1, 2020, or until all work to be conducted by The Cloudburst Group under the terms of this Agreement has been conducted and all costs incurred paid.

**ARTICLE IV
CHARGES, INVOICING, AND PAYMENT**

1. County will provide all Consultant invoices, with costs payable by the Housing Authority, to the Housing Authority for review and approval prior to payment. The Housing Authority shall have 15-days to review the invoice.
2. The County will pay all invoices in full and the Housing Authority shall reimburse the County for its share of the costs within 30-days of invoice approval.

**ARTICLE V
INDEPENDENT CONTRACTOR STATUS**

This MOU is by and between two independent contractors and is not intended to, and shall not be, construed to create the relationship of employer, employee, partnership, agent, servant, or joint venture with Housing Authority or any persons employed by Housing Authority, including Subcontractors or employees thereof.

**ARTICLE VI
INSURANCE AND INDEMNIFICATION**

1. The **Housing Authority and County** shall maintain throughout the period of this MOU the following insurance coverages, which shall be written on an "occurrence" basis:
 - A. Worker's Compensation and Employer's Liability insurance, as required by law;
 - B. Comprehensive General, bodily injury, and property damage insurance, with \$1,000,000 combined single limits; and
 - C. Comprehensive automobile liability insurance for owned and rented/leased vehicles, including bodily injury and property damage coverage, with \$1,000,000 combined single limits.

2. Neither party, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of any act or failure to act by the other party under, or in connection with, any work delegated to that party under this MOU. The parties further agree, pursuant to Governmental Code Section 895.4, that each party shall fully indemnify and hold harmless the 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 MOU.

**ARTICLE VII
MODIFICATIONS**

Specific activities outlined in this MOU may be modified in keeping with established Program regulations and guidelines by written consent of all parties involved.

**ARTICLE VIII
DISPUTES**

The parties may pursue their respective remedies at law or equity for any claim, controversy, or dispute relating to this MOU.

**ARTICLE IX
NON-ASSIGNMENT**

Neither party shall assign, transfer, or further subcontract this MOU, in whole or in part, without prior written approval of the other.

**ARTICLE X
SEVERABILITY AND SURVIVAL**

If any of the provisions herein are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this MOU will be construed as valid, legal, and enforceable in all other respects.

**ARTICLE XI
TERMINATION**

1. Each party retains the right to terminate this MOU without cause upon thirty (30) days advance notice to the other. Each party retains the right to terminate this MOU for cause upon twenty-one (21) days advance written notice to the other, which notice shall specify the cause.
2. After termination, the Housing Authority shall remain responsible for the payment of any outstanding cost share for work already performed by the Consultant for the benefit of the Housing Authority.

**ARTICLE XII
ENTIRE DOCUMENT**

This MOU represents the entire agreement between the parties and supersedes all prior agreements and understandings relating to the preparation of a Regional Analysis of Impediments to Fair Housing.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives, as follows:


COUNTY OF STANISLAUS

Planning and Community
Development Department
1010 10th Street, Suite 3400
Modesto, CA 95354
(209) 525-6330

**STANISLAUS REGIONAL
HOUSING AUTHORITY**

1701 Robertson Road
Modesto, CA 95358
(209) 557-2015

SIGNATORIES



Angela Freitas, Director
County of Stanislaus
Planning and Community Development
Department



Barbara Kauss, Executive Director
Stanislaus Regional Housing Authority

APPROVED AS TO FORM:
Thomas E. Boze
County Counsel



Robert J. Taro
Assistant County Counsel

Regional Analysis of Impediments to Fair Housing Cost Share

ATTACHMENT A

Consortium Consolidated Plan, Annual Action Plans, and Regional Analysis of Impediments to Fair Housing	Stanislaus County	City of Turlock	City of Modesto	Housing Authority	Total Cost Share
Consortium Consolidated Plan	\$ 10,123.00	\$ 10,123.00	N/A	N/A	\$ 20,246.00
Annual Action Plans	\$ 3,200.00	\$ 3,200.00	N/A	N/A	\$ 6,400.00
Regional Analysis of Impediments to Fair Housing	\$ 11,031.00	\$ 2,988.00	\$ 8,963.00	\$ 5,744.00	\$ 28,726.00
Project Costs*	\$ 18,601.20	\$ 18,601.20	\$ 2,066.80	\$ 2,066.80	\$ 41,336.00
TOTAL	\$ 42,955.20	\$ 34,912.20	\$ 11,029.80	\$ 7,810.80	\$ 96,708.00

*The total cost share includes the base cost for the Regional AI which was based on population and 10% of the overall project costs for the City of Modesto and the Housing Authority. The remainder of the projects costs that include work on the Consortium Consolidated Plan were split between the County and the City of Turlock (see Project Costs Breakdown).

<u>Project Costs Breakdown</u>	<u>Stanislaus County</u>	<u>City of Turlock</u>	<u>City of Modesto</u>	<u>Housing Authority</u>	<u>Total Cost</u>
Project Launch	\$ 3,821.85	\$ 3,821.85	\$ 849.30	\$ 849.30	\$ 7,643.70
Initial Data Analysis	\$ 2,443.95	\$ 2,443.95	\$ 543.10	\$ 543.10	\$ 4,887.90
Citizen and Stakeholder Engagement	\$ 5,907.15	\$ 5,907.15	\$ 1,312.70	\$ 1,312.70	\$ 11,814.30
Final Data Analysis & Recommendations	\$ 2,172.60	\$ 2,172.60	\$ 482.80	\$ 482.80	\$ 4,345.20
Final Draft of Documents	\$ 764.55	\$ 764.55	\$ 169.90	\$ 169.90	\$ 1,529.10
Public Hearings and Submission	\$ 3,491.10	\$ 3,491.10	\$ 775.80	\$ 775.80	\$ 6,982.20

BOS Reso: 2019. 0308
2018-0265



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF TURLOCK
AND
COUNTY OF STANISLAUS FOR**

JOINT CONSOLIDATED PLANNING AND ASSESSMENT OF IMPEDIMENTS

This MEMORANDUM OF UNDERSTANDING, entered into this 9th day of July 2019 is between the County of **Stanislaus** (hereinafter referred to as “County”), whose address is 1010 10th Street, Suite 3400, Modesto CA 95354, and **City of Turlock** (hereinafter referred to as “City”) whose address is 156 South Broadway, Suite 140, Turlock, CA 95380.

WHEREAS, County and the City are partners in the City of Turlock/Stanislaus Urban County HOME Consortium; and

WHEREAS, County is the “lead agency” for the Stanislaus Urban County and the City is the “lead agency” of the City of Turlock/Stanislaus County HOME Consortium both which receive federal funding requiring the independent preparation of a Consolidated Plan, Annual Action Plan, and an Analysis of Impediments; and

WHEREAS, County and the City have solicited proposals from qualified consultants for consultant services to complete: 1) a Consortium Consolidated Plan and a regional Analysis of Impediments to Fair Housing for both jurisdictions, plus the City of Modesto and the Stanislaus Regional Housing Authority, and 2) individual Annual Action Plans for each jurisdiction; and

WHEREAS, on December 19, 2018 the County and the City received two proposals for consultant services – TDA Consulting, Inc. and The Cloudburst Group; and

WHEREAS, The Cloudburst Group has been selected as the Consultant to provide the desired professional services; and

WHEREAS, County will serve as the “lead agency” for purposes of the development of the Consortium Consolidated Plan and the City will serve as the “Participating Agency” for purposes of the Consolidated Plan, with federal authorization to submit the Consortium Consolidated Plan in IDIS; and

WHEREAS, County and the City wish to enter into this Memorandum of Understanding (MOU) to clearly identify the roles and responsibilities of each party as they relate to professional services to be provided by the selected Consultant, including payment of all costs incurred.

Scand. BOS, Purchasg, C1015 28

NOW THEREFORE, County and the **City** agree as follows:

ARTICLE I
PARTY RESPONSIBILITIES

1. County will enter into a professional services agreement with The Cloudburst Group for the delivery of services as outlined in the program details, for a City and County joint project, in the Consultants Proposal to the County's RFP #18-61-AS.
2. County will provide all Consultant invoices with costs payable by the City to the City for review and approval prior to payment. The County will pay all invoices in full and the City shall reimburse the County for their share of the costs within 30-days of invoice approval as outlined in Article IV.
3. County will serve as the "lead agency" for purposes of the development of the Consortium Consolidated Plan submittal to the United States Department of Housing and Urban Development in IDIS and the City will serve as the "Participating Agency" for purposes of the Consortium Consolidated Plan. The City is the federally authorized entity that will submit the completed Consortium Consolidated Plan to HUD via IDIS.
4. Adoption of the Consortium Consolidated Plan, Analysis of Impediments, and Annual Action Plans resulting from this MOU shall be conducted independently through each jurisdiction's legislative decision-making body.
5. Both County and City shall adhere to applicable federal and state laws, regulations, and guidelines.
6. County and City shall follow all relevant laws and regulations regarding documentation, reporting, use, etc. of these federal funds in accordance with OMB circulars A-122 and A-133 (for non-profits) or OMB circulars A-87 and A-133 (for State, Local, and Indian Tribal Governments) or OMB circulars A-21 (for Educational Institutions). <http://www.whitehouse.gov/omb/circulars/>
7. County and the City shall be responsible for all costs incurred under this MOU as reflected in Attachment "A" – Joint Consolidated Planning and Assessment of Impediments Cost Sharing.

ARTICLE II
GENERAL PROVISIONS

1. This MOU, including attachments, shall form the entire agreement and understanding between **County** and **City**. Except as provided in Article VII hereof, no other written or verbal statements, shall be binding upon the parties or construed as modifying this MOU in any way.

2. The governing law of this MOU shall be the law of the State of California, . The parties agree that County is the sole proper venue for the litigation of any and all disputes arising out of or relating to this MOU.
3. Communications to **County** shall be directed to:

Stanislaus County Planning & Community Development Department
1010 10th Street, Suite 3400
Modesto, CA 95354
(209) 525 - 6330
FAX: (209) 525 - 5911

Communications to **City** shall be directed to:

City of Turlock, Housing Program Services Division
156 South Broadway, Suite 140,
Turlock, CA 95380

ARTICLE III TERM

The term of this MOU shall be from June 1, 2019 through October 31, 2020 or until all work to be conducted by The Cloudburst Group under the terms of this Agreement has been conducted and all costs incurred paid.

ARTICLE IV CHARGES, INVOICING, AND PAYMENT

1. County will provide all Consultant invoices, with costs payable by the City, to the City for review and approval prior to payment. The City shall have 15-days to review the invoice.
2. The County will pay all invoices in full and the City shall reimburse the County for its share of the costs within 30-days of invoice approval.

ARTICLE V INDEPENDENT CONTRACTOR STATUS

This MOU is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of employer, employee, partnership, agent, servant, or joint venture with City or any persons employed by City including Subcontractors or employees thereof. The City and County shall control the manner and means of accomplishing the performance of the MOU.

ARTICLE VI

INSURANCE AND INDEMNIFICATION

1. The **City and County** shall maintain throughout the period of this MOU the following insurance coverages, which shall be written on an "occurrence" basis:
 - A. Worker's Compensation and Employer's Liability insurance, as required by law;
 - B. Comprehensive General, bodily injury, and property damage insurance, with \$1,000,000 combined single limits; and
 - C. Comprehensive automobile liability insurance for owned and rented/leased vehicles, including bodily injury and property damage coverage, with \$1,000,000 combined single limits.

2. Neither party, nor any of its officers or employees, shall be responsible for any damage or liability occurring by reason of any act or failure to act by the other party under or in connection with any work delegated to that party under this MOU. The parties further agree, pursuant to Governmental Code Section 895.4, that each party shall fully indemnify and hold harmless the 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 MOU.

ARTICLE VII MODIFICATIONS

Specific activities outlined in this MOU may be modified in keeping with established Program regulations and guidelines by written consent of all parties involved.

ARTICLE VIII DISPUTES

The parties may pursue their respective remedies at law or equity for any claim, controversy, or dispute relating to this MOU.

ARTICLE IX NON-ASSIGNMENT

Neither party shall assign, transfer, or further subcontract this MOU, in whole or in part, without prior written approval of the other.

ARTICLE X SEVERABILITY AND SURVIVAL

If any of the provisions herein are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this MOU will be construed as valid, legal, and enforceable in all other respects.

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TERMINATION**

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2. After termination, the City shall remain responsible for the payment of any outstanding cost share for work already performed by the Consultant for the benefit of the City.

**ARTICLE XII
ENTIRE DOCUMENT**


This MOU represents the entire agreement between the parties and supersedes all prior agreements and understandings.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives, as follows:


COUNTY OF STANISLAUS
County of Stanislaus Planning &
Community Development Department
1010 10th Street, Suite 3400
Modesto, CA 95354
209-525-6330

CITY OF TURLOCK
Housing Services Division
156 South Broadway, Suite 140
Turlock, CA 95380
209) 668-5542

SIGNATORIES



Angela Freitas, Director
County of Stanislaus
Planning and Community Development
Department



Robert C. Lawton, City Manager
City of Turlock

APPROVED AS TO FORM:



Robert J. Faro
Assistant County Counsel

Consortium Consolidated Plan (Con Plan), Annual Action Plans (AAPs), and Regional Analysis of Impediments to Fair Housing (AI)
Stanislaus County and City of Turlock Cost Share

Joint Consolidated Plan, Annual Action Plans, and Regional Analysis of Impediments to Fair Housing	Stanislaus County	City of Turlock	City of Modesto	Housing Authority	Total Cost
Consolidated Plan	\$ 10,123.00	\$ 10,123.00	N/A	N/A	\$ 20,246.00
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TOTAL	\$ 42,955.20	\$ 34,912.20	\$ 11,029.80	\$ 7,810.80	\$ 96,708.00
*Project Costs Breakdown					
	<u>Stanislaus County</u>	<u>City of Turlock</u>	<u>City of Modesto</u>	<u>Housing Authority</u>	<u>Total Cost</u>
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STANISLAUS URBAN COUNTY

Annual Action Plan Fiscal Year 2018 – 2019 and Citizen Participation Plan Amendment

Board of Supervisors
June 5, 2018



Stanislaus Urban County Members



Presentation Overview

- HUD Entitlement Requirements
- Purpose of Annual Action Plan
- HUD Funding Allocations
- Projects and Programs
- Amendment to the CPP
- Staff Recommendations



Annual Action Plan

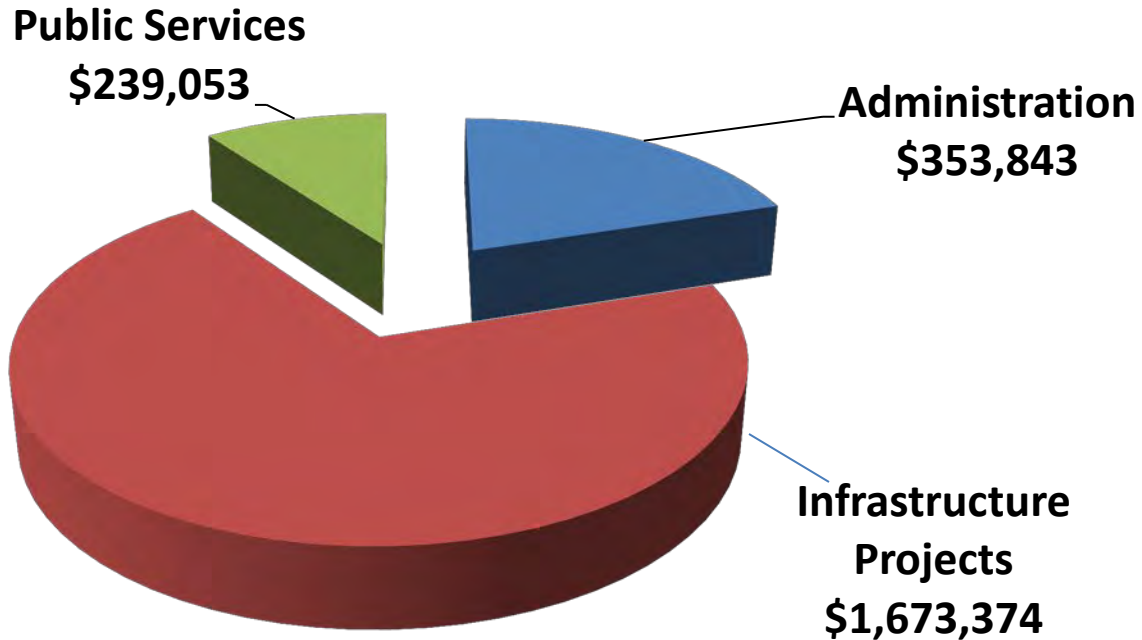
Purpose:

- CDBG/ESG projects for upcoming fiscal year
- Distribution of funds summary
- Opportunity for citizen participation



FY 2018 CDBG Funds Distribution

Total Allocation = \$2,390,534

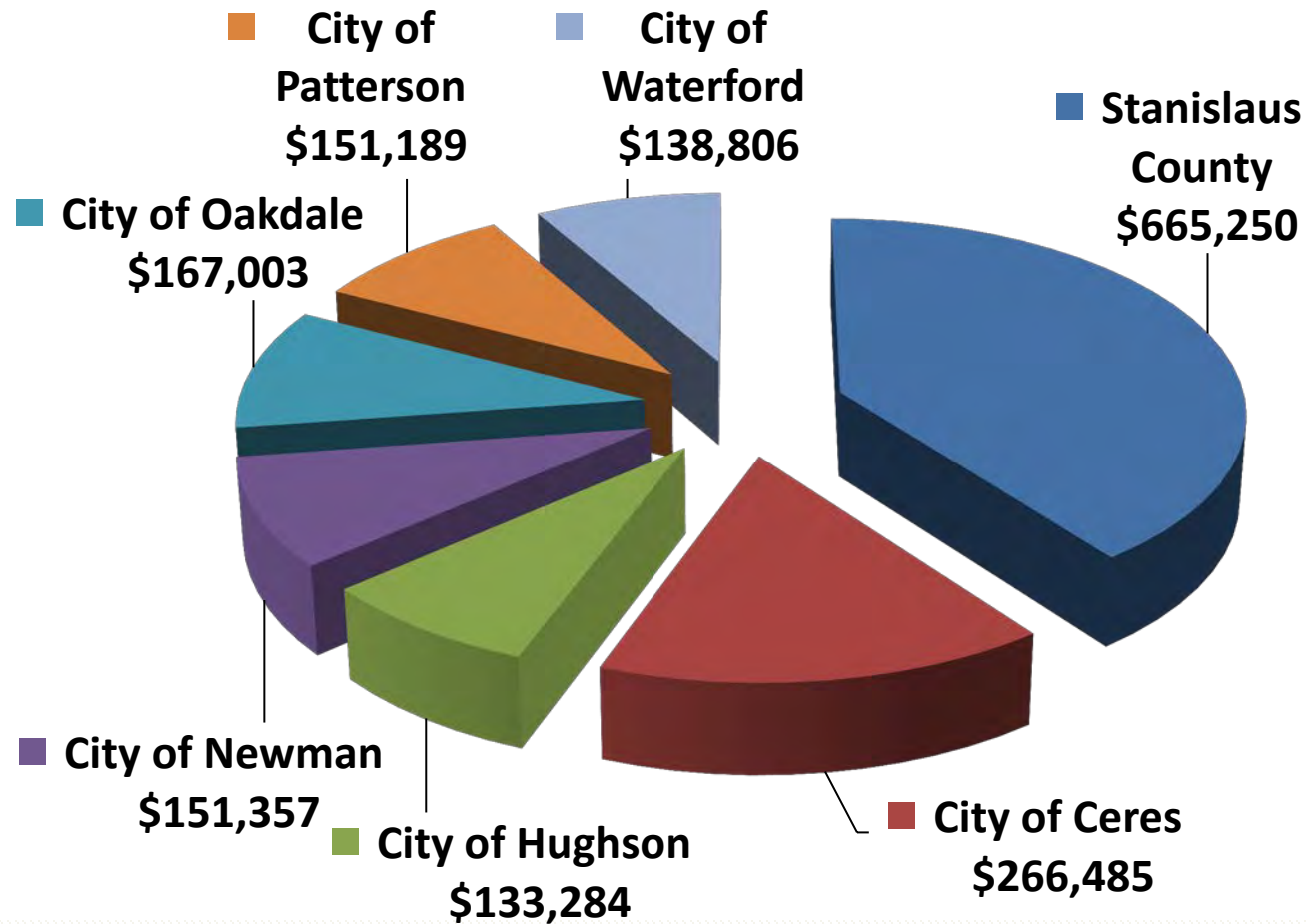


FY 2018-2019 HUD Funding Allocations

Urban County Member	Activities	Administration	Total
Ceres	\$266,485	\$16,554	\$283,029
Hughson	133,284	16,554	149,828
Newman	151,357	16,544	167,901
Oakdale	167,003	16,544	183,547
Patterson	151,189	16,544	167,733
Waterford	138,806	16,544	155,350
Stanislaus County	665,250	353,843	1,019,093
Public Services	239,053		239,053
Fair Housing		25,000	25,000
CDBG Subtotal	\$1,912,427	\$478,107	\$2,390,534
ESG	181,267	14,697	195,964
Total	\$2,093,694	\$492,804	\$2,586,498

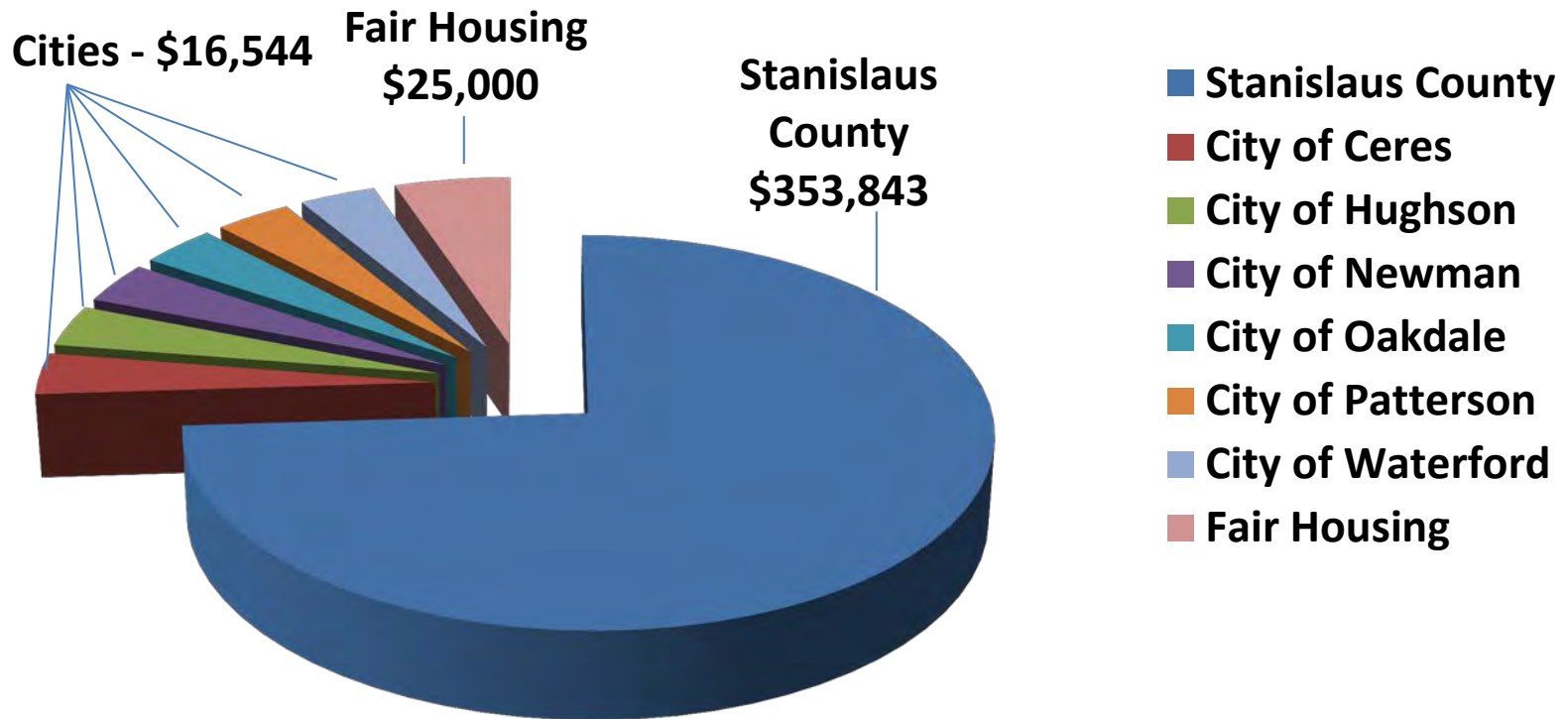
FY 2018 CDBG Activities

Total = \$1,673,374



FY 2018 CDBG Administration

Total= \$478,107



FY 2018-2019 Projects

Infrastructure - Stanislaus County:

- West Modesto Sewer Infrastructure Project

Activity in the areas of:

- Spencer/Marshall
- Beverly/Waverly
- Rouse/Colorado



FY 2018-2019 Projects

(continued)

Infrastructure - City of Ceres:

- Pleasant Avenue Improvement Project
- Roeding Heights ADA Improvements Project
- Fiesta Way Infrastructure Project



FY 2018-2019 Projects

(continued)

Infrastructure - City of Hughson:

- 2nd Street Infrastructure Project
- Walker Lane Infrastructure Project

Infrastructure - City of Newman:

- Klehn Park Improvements



FY 2018-2019 Projects

(continued)

Infrastructure - City of Oakdale:

- Wood Basin Area Storm Drain Improvements Project

Infrastructure - City of Patterson:

- C and D Street Infrastructure Project



FY 2018-2019 Projects

(continued)

Infrastructure - City of Waterford:

- Church Street Infrastructure Project
- Main Street Infrastructure Project



FY 2018-2019 Programs

(continued)

CDBG Public Service Recommendations

▪ <u>Center for Human Services - Ceres Family Resource Center</u>	<u>\$19,072.24</u>
▪ <u>Center for Human Services - Oakdale Family Resource Center</u>	<u>\$20,000.00</u>
▪ <u>Center for Human Services - Westside Family Resource Center</u>	<u>\$20,000.00</u>
▪ <u>Children's Crisis Center - Guardian House</u>	<u>\$19,999.92</u>
▪ <u>Children's Crisis Center - Marsha's Shelter</u>	<u>\$19,999.92</u>
▪ <u>Children's Crisis Center - Verda's Shelter</u>	<u>\$19,999.92</u>
▪ <u>Court Appointed Special Advocates - Direct Services</u>	<u>\$20,000.00</u>
▪ <u>DRAIL - Assistive Technology</u>	<u>\$20,000.00</u>
▪ <u>Family Promise - Renter Restoration</u>	<u>\$20,000.00</u>
▪ <u>Parent Resource Center - Families First and More</u>	<u>\$20,000.00</u>
▪ <u>Salvation Army Red Shield - At Risk Teen Program</u>	<u>\$19,981.00</u>
▪ <u>Salvation Army Red Shield - After School Homework Center</u>	<u>\$20,000.00</u>
TOTAL	\$239,053.00



FY 2018-2019 Programs

(continued)

ESG Recommendations

▪ <u>Family Promise - Shelter to Solutions</u>	\$ 90,166.70
▪ <u>We Care Program - Emergency Shelter</u>	\$ 30,000.00
▪ <u>Community Housing & Shelter Services - HPRP</u>	\$ 46,600.00
▪ <u>Community Housing & Shelter Services - HMIS</u>	\$ 14,500.00
▪ <u>County Administration</u>	\$ 14,697.30
TOTAL	\$195,964.00

Fair Housing Program Recommendation

- Contract with Project Sentinel for Fair Housing Services \$25,000



Citizen Participation Plan

Amendment response to HUD changes addressing

- Replaces the word “Citizen” with the word “Resident”
- Replaces “Analysis of Impediments to Further Fair Housing” (AI) with “Assessment of Fair Housing” (AFH)
- AFH - developed, implemented and submitted as stand alone document
- Outlined approach for higher level of community participation is required in the development of the next AFH and Con Plan.



Public Comments

- No written comments received – AAP or CCP
- Community Meeting Feedback
 - Questions regarding: funding opportunities, grant application process, and the restructuring of local CoC into broader CSOC



Staff Recommendations

- **Close Public Review Period & Public Hearing**
- **Approvals**
 - Fiscal Year 2018-2019 Annual Action Plan (AAP)
 - Amended Citizen Participation Plan (CPP)

Staff Recommendations

(continued)

■ **Authorizations**

- County CEO to sign Subrecipient Agreements
- Planning & Community Development Director to execute any related program agreements, contracts or other documentation
- Planning and Community Development Director to incorporate any comments & make edits to the document as required
- Submittal of AAP and CPP to HUD



Questions

