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

DEPT: Planning and Community Development	
Urgent	AGENDA DATE April 8, 2014
CEO Concurs with Recommendation YES	NO 4/5 Vote Required YES NO on Attached)
SUBJECT:	
Approval to Close the 30-day Public Comment of the Fiscal Year 2014-2015 Annual Action Pla	Period and Conduct a Public Hearing to Consider Approval in
STAFF RECOMMENDATIONS:	
<ol> <li>Close the 30-day public comment period an</li> <li>Approve the Fiscal Year 2014-2015 Annual</li> <li>Authorize the Director of Planning and Comfor Federal Assistance (SF424).</li> <li>Authorize the Director of Planning and ComDevelopment Block Grant (CDBG), Emerge Investment Partnerships (HOME) Certification</li> </ol>	Action Plan. munity Development to sign the Application munity Development to sign the Community ncy Solutions Grant (ESG), and Home
	(Continued on Page 2)
FISCAL IMPACT:	
General administration costs for the preparation Action Plan are included in the Community Devimplementation of the Fiscal Year 2014-2015 A Development Block Grant Program and Emerge Department of Housing and Urban Developmer Program guidelines allow up to 20% of the annual administration.	n and distribution of the Fiscal Year 2014-2015 Annual relopment Block Grant Budget. The funds for the nnual Action Plan are derived entirely from the Community ency Solutions Grant Program administered by the Federal nt. There is no impact to the General Fund. The CDBG ual funding allocation to be used for program (Continued on Page 2)
BOARD ACTION AS FOLLOWS:	
	<b>No.</b> 2014–165
and approved by the following vote, Ayes: Supervisors: Chiesa, Withrow, Monteith, and C Noes: Supervisors: None Excused or Absent: Supervisors: None	Seconded by Supervisor _Chiesahairman_De_Martini

Christine Ferrore

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

#### **STAFF RECOMMENDATIONS: (Continued)**

- 5. Authorize the Chairman of the Board of Supervisors to sign the Fiscal Year 2014-2015 Allocation Agreements with each Stanislaus Urban County member.
- 6. 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, Neighborhood Stabilization Programs (NSP), CalHome, and any other programs identified in the Annual Action Plan. This authorization includes the use of any program income in accordance with applicable program guidelines.
- 7. Authorize the Planning and Community Development Department to incorporate any comments received prior to the close of the public comment period and during the public hearing in the final AAP.

#### **FISCAL IMPACT: (Continued)**

As the "lead entity" of the Stanislaus Urban County, Stanislaus County is allocated the majority of the annual administration funding and is responsible for the preparation, adoption, and implementation of program plans (Consolidated Plan, AAP, and Consolidated Annual Performance and Evaluation Report (CAPER)); monitoring the program and project files of each of the participating Stanislaus Urban County cities and each organization receiving funding; and enforcement of all applicable federal requirements. With the Board of Supervisors' approval of the Fiscal Year 2014-2015 AAP, the administration rate will be set at 20% (consistent with funding guidelines), with approximately 15% allocated for the County's administration of the program. The remaining 5% is distributed to Urban County member cities and fair housing services.

The Fiscal Year 2014-2015 grant allocation amount for all three of the programs is \$2,845,645.

#### **DISCUSSION:**

Federal regulations require a 30-day public comment period prior to local approval of an Annual Action Plan (AAP). To comply with this requirement, the Stanislaus County Board of Supervisors authorized the release for public review of the Fiscal Year 2014-2015 Draft AAP for the Community Development Block Grant (CDBG) and Emergency Solutions Grant (ESG) Programs on March 4, 2014, and also set a public hearing and the closing of the public comment period for April 8, 2014.

Copies of the draft AAP to be considered for approval have been available for public review since March 4, 2014 at the planning departments of each member of the Stanislaus Urban County, and online at <a href="http://www.stancounty.com/planning/index-cdbg.shtm">http://www.stancounty.com/planning/index-cdbg.shtm</a>. The draft AAP was also made available for review to different stakeholders throughout Stanislaus County via the Stanislaus County Continuum of Care. The version being proposed for adoption includes some minor changes updating the citizen comment summary (Pages 18-

21), updating annual allocations based on official Housing and Urban Development (HUD) allocations, and accordingly updating specific activity allocations (Pages 60-62 and 64-81).

This is a request to close the 30-day public comment period and conduct a public hearing to consider approval of the Fiscal Year 2014-2015 Annual Action Plan.

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

#### FISCAL YEAR 2014-2015 ANNUAL ACTION PLAN (AAP)

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

The AAP is part of the Stanislaus Urban County's CDBG Consolidated Plan (CP), and describes the specific HUD funded programs and projects that will be carried out during Fiscal Year 2014-2015. The following is an overview of the programs and projects identified in the AAP by grant and funding types:

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

On March 19, 2014, HUD announced the Fiscal Year 2014-2015 official program allocations. The Stanislaus Urban County CDBG and ESG combined allocations for Fiscal Year 2014-2015 will be:

•	CDBG ESG	2,139,064 171,581
	TOTAL	\$2,310,645

This is an increase of 1% (CDBG) and 19% (ESG) over the previous fiscal year (Fiscal Year 2013-2014). The draft AAP estimated an 11% reduction from the previous fiscal year.

CDBG allocations to each respective Stanislaus Urban County member are determined based on U.S. Census poverty and population data formula, after deducting administration, fair housing, and public service allocations from the original allocation. The ESG allocation is awarded, on a competitive basis, to non-profit homeless service providers to deliver support services to the homeless, and aid families who are at risk of becoming homeless.

The following is a summary of funding distribution among Urban County members and special programs based on the above specified allocation method.

TABLE ONE
CDBG AND ESG ALLOCATION ESTIMATES

Urban County Member	Activities	Administration	Total
Ceres	\$238,452	\$14,804	\$253,256
Hughson	119,264	14,804	134,068
Newman	135,435	14,804	150,239
Oakdale	149,435	14,804	164,239
Patterson	135,285	14,804	150,089
Waterford	124,205	14,804	139,009
Stanislaus County	595,270	313,988	909,258
Public Services	213,906		213,906
Fair Housing		25,000	25,000
FY 2014-2015 CDBG Subtotal	\$1,711,252	\$427,812	\$2,139,064
ESG	158,713	12,868	171,581
Total	\$1,869,965	\$440,680	\$2,310,645

Activities identified within the AAP must be consistent with the Stanislaus Urban County's adopted CP, which outlines the community's needs and priorities for the plan period. The current CP for Fiscal Years 2012-2015 identified the need for new or rehabilitated community infrastructure. To address these needs, the Stanislaus Urban County participants utilize their respective yearly CDBG fund allocations for infrastructure improvements in U.S. Census designated low-income residential neighborhoods. Infrastructure improvements include, but are not limited to, sewer/water line installation/replacement, curb, gutter, storm drain, and sidewalks.

## Stanislaus County Infrastructure:

## **Empire Storm Drain Project**

The Empire Storm Drain Project was initiated in Fiscal Year 2006-2007 as a Stanislaus County Redevelopment Agency (RDA) project with the intent to leverage CDBG funds and RDA resources (with RDA funds being the major funding source). This project was engineered and designed to build a "positive storm drain system" and as such, Phase 1A (the first phase of four phases) was completed in 2010, serving 80 parcels for approximately \$2.5 million utilizing both CDBG and RDA funds. With the State of

California's elimination of redevelopment agencies in 2011, Stanislaus County was left facing an incomplete project, with three remaining phases at an estimated cost of approximately \$12.4 million.

Because of the substantial cost to complete the remaining phases of this project, coupled with the limited funding opportunities for storm drain projects, CDBG funds alone are not adequate to continue the project without the community of Empire's financial contribution through a County Service Area (CSA) that would allow Stanislaus County to secure a loan to finance the project. Throughout Fiscal Year 2013-2014, Stanislaus County has been exploring different options that would allow the delivery of the remainder of the Empire Storm Drain Project at the most reasonable cost to the community.

A potential source that Stanislaus County has identified is United States Department of Agriculture (USDA) Rural Development's Water and Waste Disposal Loan and Grant program. However, in order for Stanislaus County to secure USDA loan funds to fund the construction of this project, it must develop a method to repay the loan acquired. Staff has determined that the most feasible method is the formation of a CSA in the Empire community. This would entail implementing a Proposition 218 ballot measure for Empire residents to vote for or against assessing themselves for the purposes of contributing toward the project costs and costs of ongoing operation and maintenance of the improvements.

Public Works and Planning staff have conducted several CSA analyses to provide an approximation of the monthly assessment amount each property owner would be required to pay based on estimated project costs and available funding. According to these estimates, staff has determined that Empire property owners would be faced with an assessment amount of approximately \$120 per month.

In an effort to identify a lower-cost effort, staff is exploring the possible alternative of a Low Impact Development (LID) swale storm water drainage system.

During Fiscal Year 2014-2015 Stanislaus County will continue analyzing options that would allow Stanislaus County to continue with the original project design as well as conduct LID project design studies and engineer's report to determine LID project feasibility and cost. As part of that effort, staff will conduct public outreach/education of the alternative LID system and work with USDA and/or other agencies to identify and secure the funding resources necessary for implementation of either option. Staff will work on developing the Prop 218 ballot measures for a CSA formation for both the positive and LID system options

## **Airport Sewer Project**

Stanislaus County will utilize Fiscal Year 2014-2015 CDBG funds to the next project ready for construction - the Airport Neighborhood Sewer Project. Engineering and design was completed in Fiscal Year 2012-2013 for this project. In November 2013, City of Modesto voters approved Measure M, thereby approving the extension of sewer services to the unincorporated portion of the Airport Neighborhood.

This project is proposed in response to health and safety concerns associated with failing septic systems. The project scope will include the installation of a sewer system with approximately 23,000 linear feet of sewer main, a pump station (if necessary), and street overlays. The total cost of these improvements is approximately \$9.5 million. The system will allow for individual sewer connections and removal of existing septic systems and may provide an opportunity to connect commercial and industrial properties in the future. The new sewer infrastructure will connect into the City of Modesto's existing public sewer system.

Fiscal Year 2014-2015 CDBG funds will be utilized to follow the same model used with the Parklawn Infrastructure Project. Funds will be used to install a sewer "trunk-line" along Kerr Avenue as an initial phase. The Kerr Trunk Line Project is proposing to connect into the existing City sewer system on Oregon Drive and running northerly to Page Court. The project will consist of trunk line, fly line and associated manholes and sewer laterals. The project cost estimate is \$825,000. Unlike the Parklawn project, this initial phase will be available for use once constructed and not dependent on future project phases. Both Public Works and Planning staff will be working to secure State Water Board funds, similar to those secured for the Parklawn project, to complete the Airport Sewer project.

#### Stanislaus Urban County Cities' Projects/Programs

A complete list of proposed CDBG infrastructure projects and programs for each of the Urban County cities may be found in the Fiscal Year 2014-2015 Annual Action Plan, (Pages 70-77).

#### CDBG Public Services

CDBG funds allow the opportunity for the Stanislaus Urban County to fund non-profit organizations that provide public services. Under CDBG regulations, a maximum of fifteen percent of the annual allocation may be used for public services. In accordance with CDBG public services cap regulations, the Stanislaus Urban County agrees to set aside ten percent of the total Fiscal Year 2014-2015 CDBG allocation (\$213,906). This funding cycle, the Stanislaus Urban County received and reviewed twenty-seven CDBG competitive applications for funds. Organizations that have applied for public service funding include, but are not limited to, organizations that provide services to youth, seniors, and the homeless. Recommendations for funding were made by a review panel that consisted of seven representatives from the Stanislaus Urban County members, a representative from the Stanislaus County Continuum of Care, and a representative from the Stanislaus County Chief Executive Office.

The official allocation announced by HUD on March 19, 2014 has resulted in \$26,496 more than the original estimate provided in the draft AAP. In past years, the announcement of the Stanislaus Urban County's official allocation had taken place after the Board's adoption of the AAP, preventing new public service grantees from being recommended for funding when the actual amount was more than the estimated amount. These excess grant funds were then evenly distributed among the grantees already listed in the adopted document.

This year, because the increased award was announced prior to adoption, the Stanislaus Urban County had an opportunity to add additional grantees. As a result, two activities not included in the open public hearing draft AAP are being recommended for funding: The Salvation Army's Homeless Meals Program and the United Samaritans Foundation's Mobile Lunch Truck for Hughson. The AAP has been amended to include these two additions and now includes CDBG Public Service funding recommendations for the following organizations:

American Red Cross
Court Appointed Special Advocates
Center for Human Services\*
Children's Crisis Center
Healthy Aging
Howard Training Center
The Salvation Army\*
The Salvation Army Red Shield
Second Harvest Food Bank\*
United Samaritans Foundation
We Care

\* Organizations recommended for more than one CDBG award. Specific listing and program descriptions may be found in the Fiscal Year 2014-2015 Annual Action Plan, (Pages 77-81).

#### **Economic Development**

Stanislaus County developed an economic development program which was included as part of the Fiscal Year 2012-2013 CDBG Annual Action Plan (AAP) approved by the Board of Supervisors on April 17, 2012. The plan proposed to create a partnership between Stanislaus County and the Alliance Worknet that would result in a job creation program. While the program was developed in accordance with guidance provided by HUD, the Stanislaus Urban County's local HUD representative does not believe the program qualifies as an eligible activity. The program was subsequently put on hold throughout Fiscal Year 2012-2013 due to discussions with HUD regarding the eligibility of proposed activities. None of the allocated funds for the Economic Development program have been spent.

Stanislaus County is in the process of identifying potential Economic Development activities with the assistance of HUD approved technical assistance (TA) providers. In developing a viable Economic Development program, Stanislaus County must ensure that all CDBG Economic Development standards are met. Stanislaus County expects to have an Economic Development program up and running by the beginning of Fiscal Year 2014-2015.

#### Neighborhood Revitalization Strategy Areas (NRSA's)

The NRSA's for the Parklawn and Airport Neighborhoods, approved by HUD in December 2012, cover a five year period (Fiscal Years 2012-2017) during which Stanislaus County proposed to target CDBG and other grants funds in the neighborhoods. The ultimate objective of the Revitalization Strategy (RS) is to empower low-income residents through a targeted approach aimed at revitalizing the neighborhoods by investing resources that will improve/add housing stock, provide economic development opportunities through job creation, install needed infrastructure, and provide public services.

In addition to pursuing implementation of the next phases of the Parklawn and Airport sewer projects, and continuing to try to purchase homes through the NSP program in the Parklawn and Airport neighborhoods, staff will continue to work with neighborhood residents to pursue establishing a Community Based Development Organization (CBDO). Additionally, the following public service projects will be funded for Fiscal Year 2014-2015 to provide public services such as case management, financial literacy training, parenting classes, and resource and referral assistance in the Airport and Parklawn Neighborhoods:

Orville Wright Elementary – Healthy Start FRC
Parent Resource Center (PRC) - Airport Neighborhood Partnership (ANP)
Center for Human Services - Ceres Partnership for Healthy Children

The funding of these three programs falls within the allowable fifteen percent public service cap.

## Fair Housing Program

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

#### **CDBG Program Administration**

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

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

As with CDBG Public Service funding, ESG funds allow the opportunity for the Stanislaus Urban County to fund non-profit organizations that provide services to the homeless. ESG funds will be used to provide operational and essential services funding for transitional and emergency homeless shelters, for the development of the Homeless Management Information System (HMIS), and to provide financial assistance, in combination with case management, to stabilize housing for persons experiencing homelessness or who are atrisk of becoming homeless. This year, the Stanislaus Urban County received and reviewed six ESG competitive applications for funds (the application review was conducted by the same review committee identified above for CDBG Public Service grants). Like the public service grants an additional activity (Family Promise's Shelter for Homeless Families) was added due to the Stanislaus Urban County receiving \$27,664 more in our annual ESG allocation than was originally estimated. The AAP has been amended to include these two additions and now includes ESG funding recommendations for the following organizations:

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

\* Organizations recommended for more than one ESG award. Specific listing and program descriptions may be found in the Fiscal Year 2014-2015 Annual Action Plan, (Pages 59-62).

#### **Neighborhood Stabilization Program (NSP)**

The Stanislaus Urban County will continue the implementation of the NSP to increase affordable housing stock within Stanislaus County. This program is designed to acquire foreclosed properties within the Stanislaus Urban County areas and provide safe and decent affordable housing to eligible households, either through rental programs for families at or below 50% of the Area Median Income (AMI) or purchase for families at or below 120% of AMI.

In Fiscal Year 2014-2015, Stanislaus County will develop a program that will allow Stanislaus County to use NSP Program Income to fund the removal of blighted, dangerous buildings in NSP target areas. NSP staff will be working with Stanislaus County's Building Division staff to remove buildings that have been identified as blighted and a nuisance to NSP target areas. This activity will be added to the Stanislaus Urban County NSP 1 and NSP 3 Action Plans through a substantial amendment to each plan. The substantial amendments will be processed independently of this Annual Action Plan.

#### **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 and administering the HUD funded HOME Investment Partnerships Program (HOME) funds for the HOME Consortium. As

administrator of the HOME Consortium, the City of Turlock contracts independently with each of the Stanislaus Urban County members.

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 2014-2015 estimated HOME allocation for the Stanislaus Urban County is \$535,000. Final Fiscal Year 2014-2015 award amounts will be determined by HUD and ultimately adopted by the City of Turlock.

The participants of the Stanislaus Urban County will continue to use their HOME funds to address the variety of housing needs within their individual jurisdictions. The Stanislaus Urban County's CP identifies homeownership and the need to maintain safe and sanitary housing for low-income households through the continued provision of housing rehabilitation programs as top priorities. As such, the Stanislaus Urban County will address these priorities through the continued provision of First Time Home Buyer Down Payment Assistance Programs and through partnerships with local affordable housing developers and the Housing Authority of the County of Stanislaus.

#### **POLICY ISSUES:**

Approval of the proposed Annual Action Plan furthers the Board's priorities of A Safe Community, A Healthy Community, Effective Partnerships, A Well Planned Infrastructure System, and Efficient Delivery of Public Services by providing the community with the necessary funds to implement needed programs and projects.

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

#### STAFFING IMPACT:

The Stanislaus County Planning and Community Development Department is ultimately responsible for the administration of all CDBG and ESG funds allocated to the Stanislaus Urban County. In addition to monitoring the program and project files of each of the participating Stanislaus Urban County cities, Stanislaus County Planning and Community Development staff is responsible for monitoring the program and project files of each organization receiving funds from the Stanislaus Urban County. Annually, the number of different activities receiving CDBG and/or ESG funds varies between 18 and 27. Stanislaus County Planning staff also assists participating Stanislaus Urban County cities in the development of eligible projects and programs to ensure that they meet or exceed

regulatory guidelines. Existing Department staff will perform these duties.

# **CONTACT PERSON:**

Angela Freitas, Director of Planning & Community Development

Telephone: 209-525-6330

ATTACHMENTS: (Available from Clerk)

1. Fiscal Year 2014-2015 Annual Action Plan



# COMMUNITY DEVELOPMENT BLOCK GRANT













# STANISLAUS URBAN COUNTY

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

# ANNUAL ACTION PLAN Fiscal Year –2014-2015

**April 2014** 

#### STANISLAUS COUNTY BOARD OF SUPERVISORS

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# **TABLE OF CONTENTS**

GENERAL OVERVIEW	1
EXECUTIVE SUMMARY	1
EVALUATION OF PAST PERFORMANCE	4
ACTION PLAN	
GENERAL QUESTIONS	
MANAGING THE PROCESS	
CITIZEN PARTICIPATION	
CITIZEN COMMENT SUMMARY	
INSTITUTIONAL STRUCTURE	
MONITORING	
LEAD BASED PAINT	. 23
HOUSING	24
SPECIFIC HOUSING OBJECTIVES	
NEEDS OF PUBLIC HOUSING	
BARRIERS TO AFFORDABLE HOUSING	25
HOME/AMERICAN DREAM DOWN PAYMENT INITIATIVE (ADDI)	28
NON-HOMELESS SPECIAL NEEDS HOUSING	28
HOMELESS PROGRAMS	30
HOMELESS & SPECIAL NEEDS	
EMERGENCY SOLUTIONS GRANT (ESG)	
COMMUNITY DEVELOPMENT	
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	
PROPOSED CDBG PROJECTS FOR FISCAL YEAR 2014-2015	
CDBG PUBLIC SERVICE GRANT PROGRAM	
PROVIDING DECENT HOUSINGANTI-POVERTY STRATEGY	
CERTIFICATIONS	85
APPENDIX A	
Stanislaus Urban County Summary of Specific Annual Objectives	96
Summary of Specific Annual Objectives for CDBG Public Services	100
Summary of Specific Annual Objectives for ESG Grantees	104
APPENDIX B	106
FY 2013-2014 Summary of Specific Housing/Community Development Objectives	107
Table 3B: Annual Housing Completion Goals	108
Table 3C: Stanislaus Urban County Individual Projects	109
Table 3C: CDBG Public Service Individual Projects	
Table 3C: ESG Public Service Individual Projects	144
APPENDIX C	153
1. Consolidated Plan Summary of Specific Housing/Community Development Objectives	. 154
2. Homeless and Special Needs Population: Continuum of Care Housing Gap Analysis	155
3. Priority Housing Needs	
4. Special Needs (Non-Homeless) Populations	
5. Continuum of Care Inventory of Facilities and Services to the Homeless	158
APPENDIX D	159
Stanislaus Urban County Area Maps	
Fiscal Year 2013-2014 Project Summary	
SF-424 Application for Federal Assistance	

# Third Program Year 2014-2015 Action Plan GENERAL OVERVIEW



This Annual Action Plan includes the <u>SF 424</u> and Narrative Responses to Action Plan questions that CDBG, HOME, and ESG grantees must respond to each year in order to be compliant with the Consolidated Planning Regulations.

# Executive Summary

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

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

Since 1992, the Stanislaus Urban County has also been a member of the City of Turlock and Stanislaus County HOME Consortium (hereafter referred to as the "HOME Consortium"). The City of Turlock is the "lead entity" with responsibility for implementing and administering the HUD funded HOME Investment Partnerships Program (HOME) funds for the HOME Consortium. During Fiscal Year 2014-2015 the City of Turlock, will remain the "lead entity" for the Stanislaus Urban County, and will take the lead in monitoring participating Stanislaus Urban County members' use of HOME funds. Ultimately, the City of Turlock is responsible for ensuring that all HOME Consortium funded activities meet the program requirements.

On March 19, 2014, HUD announced the Fiscal year 2014-2015 official program allocations. The Fiscal Year 2014-2015 grant allocation amounts under each respective program are approximately:

CDBG \$ 2,139,064 ESG \$ 171,581

HOME \$ 535,000 (allocation amount for CDBG Stanislaus Urban County members)

TOTAL \$2,845,645

#### **OBJECTIVES:**

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

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

The AAP has been developed to assist the participating jurisdictions achieve these three goals. The overriding consideration that is required of the CDBG program is to benefit those members of the population that meet the definition of Targeted Income. A Targeted Income person is one who earns 80% or less of the Area Median Income (AMI) for CDBG funds, and 30% or less than the AMI for ESG grant funds. Additionally, if a project benefits a specific neighborhood or community, at least 51% of the population within that geographic boundary must be within the Targeted Income Group (TIG). The following table identifies Stanislaus Urban County's Fiscal Year 2014-2015 income limits established by HUD:

Median Income	Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
	Extremely Low (30%)	\$11,800	\$13,450	\$15,150	\$16,800	\$18,150	\$19,500	\$20,850	\$22,200
\$52,700	Very Low (50%)	\$19,600	\$22,400	\$25,200	\$28,000	\$30,250	\$32,500	\$34,750	\$37,000
	Low (80%)	\$31,400	\$35,850	\$40,350	\$44,800	\$48,400	\$52,000	\$55,600	\$59,150

#### **COMMUNITY NEEDS:**

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

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

The CP feedback indicated a strong desire for an economic development program with a high emphasis on job creation. Stanislaus County has been working with HUD throughout Fiscal Year 2013-2014 to identify potential Economic Development activities that would be a good fit for Stanislaus County. In developing a viable Economic Development program, Stanislaus County must ensure that all CDBG Economic Development standards are met. Stanislaus County will continue to work with HUD to develop an Economic Development strategy and expects to have an Economic Development program up and running by the beginning of Fiscal Year 2014-2015.

Housing assistance and programs were also identified as a community need via the CP process. In Fiscal Year 2014-2015, Stanislaus Urban County members will continue to use any funds available including State CalHome housing funds (not all Stanislaus Urban County members are recipients of CalHome funds) and their HOME funds to address the variety of housing needs within the jurisdiction. Although the Stanislaus Urban County has identified housing assistance and housing programs as one of the top three priorities, the Stanislaus Urban County members' ability to considerably contribute toward the provision and

development of affordable housing programs/projects has been drastically limited both by the State of California's elimination of Redevelopment Agencies (which was the most significant tool for the provision of affordable housing, economic development, job creation and elimination of blight), as well as by the continued reduction of HOME funds in recent years.

Further, CDBG and ESG funds allow an opportunity for Stanislaus Urban County to fund non-profit agencies that provide public services to the community. Stanislaus Urban County received and reviewed twenty-nine (29) CDBG Public Service and ten (10) ESG competitive applications (some from the same organizations serving new community needs), to obtain funds for the public service and emergency shelter components of the programs, respectively. The Board of Supervisors is presented the eligible applicants for partial or full funding based on scoring recommendations made by a review panel that consisted of seven representatives from the Stanislaus Urban County members, a representative from the Stanislaus County Chief Executive Office. Although Federal guidelines permit a grantee to budget up to 15% of its allocation to public service programs, the Stanislaus Urban County has traditionally agreed to utilize approximately 10%, for this purpose.

The following are non-profit organizations that are recommended for Fiscal Year 2014-2015 funding under the CDBG/ESG Public Service Programs:

#### Emergency Solutions Grant (ESG):

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

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

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

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

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

# **Evaluation of Past Performance**

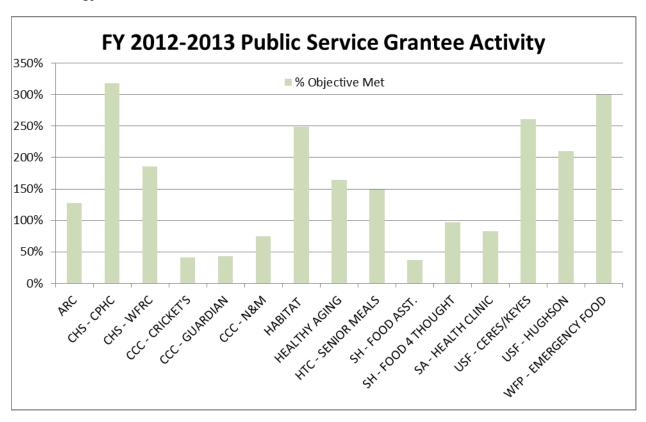
As lead entity of the Stanislaus Urban County, Stanislaus County staff assumes overall responsibility for administration of CDBG and ESG funds.

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

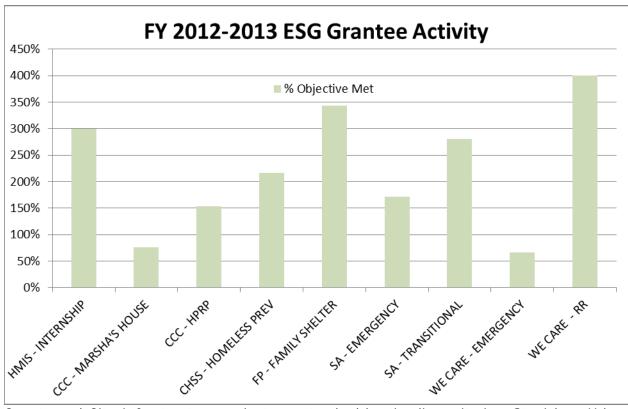
Performance of all Stanislaus Urban County members and public service grantees are tracked in various categories from appropriate use of administrative funds to verifying that outputs (numbers served) and outcomes (how those served are better off after receiving the service) are being met for all awarded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

Public Service/ESG Grantees that are not meeting the thresholds they pledged to meet during key points throughout the year are in jeopardy of only receiving partial or no funding in future fiscal years if they reapply for funding. Stanislaus County staff also monitors non-profit organization processes used to better track and follow up with participants to ascertain participant outcomes (how the participant is better off after receiving a given service). This process helps to better justify the need for the service they provide within the community.

The following is a graph which measures how each activity performed in terms of meeting their targets for the number of individuals to be served with their Fiscal Year 2012-2013 grant funds. This graph demonstrates one aspect of our public service tracking methodology:



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



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

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

#### Action Plan

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

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

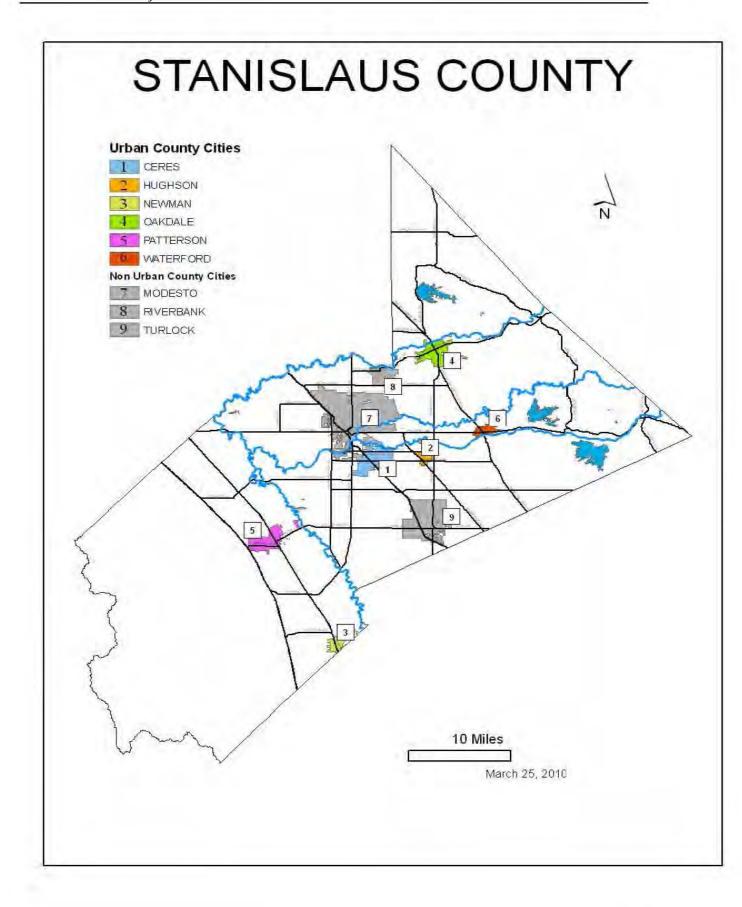
Historically, food processing has been one of the area's largest manufacturing industries.

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

Stanislaus County is a combination of both urban and rural development. There are thirteen unincorporated communities that are home to 110,480 citizens that reside in the unincorporated limits of the Stanislaus County. There are residential subdivisions, businesses, industrial parks, highway commercial corners, public open space and facilities and farms, both large and small. For the most part, residential urban development has occurred in the community of Salida and to a lesser degree the town of Keyes, but older and larger residential neighborhoods are adjacent to the City of Modesto, the seat of Stanislaus County.

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

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



#### General Questions

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

For the development of the AAP, the participating jurisdictions 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 public services. Other programs are specific to individual members of the Stanislaus Urban County. Each member of the Stanislaus Urban County identifies the specific needs within its respective communities as a means to determine use of its specific allocations. The following represents each participating jurisdiction's focus in relation to the use of its respective CDBG allocations:

# **Stanislaus County**

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

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

- a. Health and safety needs of the program/project and how those needs compare with the needs of other programs/projects (i.e. high per-capita septic system failures).
- b. The willingness and ability of the local community to assess themselves for purposes of contributing towards project costs and costs of ongoing maintenance and operation of improvements inclusive of support of the program/project by the area's Municipal Advisory Council (MAC) or an organized community group (if no MAC exists to represent the area).
- c. Identified and available funding sources for the specific program/project (the ability to leverage local agency dollars with outside funding sources are critical to ensuring a successful program/project).
- d. For public infrastructure improvement projects: 1) A working partnership between the service provider(s), the local community, and Stanislaus County, 2) The availability of engineered designs and a cost analysis for the project, 3) The willingness/ability of the service provider(s) to consider annexation of the improvements to be made.

#### Fiscal Year 2014-2015 Planned Infrastructure Activities

#### Parklawn Sewer Infrastructure Project

In Fiscal Year 2014-2015 Stanislaus County will begin construction on the remaining phase of the Parklawn Sewer Infrastructure Project. Construction of the first phase was completed during Fiscal Year 2013-2014 and was completely funded with CDBG funds. The first phase consisted of installation of the sewer "backbone" along Church Lane, Parklawn Avenue, Midway Avenue, Nelson Way and Morgan. Approximately 7,000 linear feet of sewer main were installed in this first phase of the project.

During Fiscal Year 2013-2014, Stanislaus County was able to secure funding though the State of California's State Water Board Revolving Fund (CWSRF) and is currently in the final stages of executing funding agreements to finance the remaining phase of the Parklawn Sewer Project. Final funding agreements are anticipated to be executed by the end of the current fiscal year. Through this loan, Stanislaus County will be able to complete the much needed Parklawn Sewer system.

#### **Empire Storm Drain Infrastructure Project**

Because of the substantial cost to complete the remaining phases of this project, CDBG funds alone are not adequate to continue the project. In an effort to identify a lower-cost effort, staff is exploring the possible alternative of a lower-cost Low Impact Development (LID) swale storm water drainage system.

In Fiscal Year 2014-2015 Public Works and Planning and Community Development Department staff will work together to determine the most feasible project alternative (either the positive storm drain system or LID swale drainage system) and seek financing options for either alternative.

No additional CDBG funds will be allocated to this project for Fiscal Year 2014-2015.

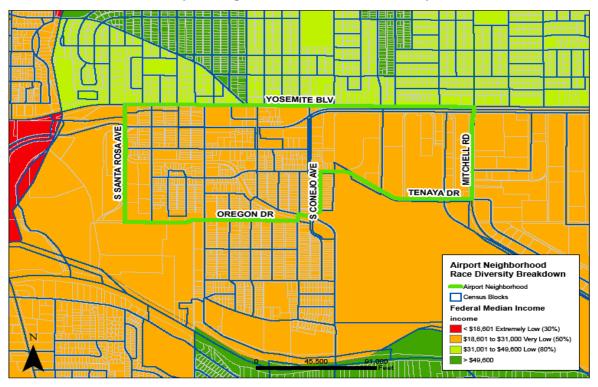
#### Airport Sewer Infrastructure Project

In November 2013, City of Modesto voters voted in favor of Measure V. The ballot measure was an advisory vote to extend sewer services to the Airport Neighborhood. The City of Modesto requires an advisory vote before the city extends sewer service to a new area.

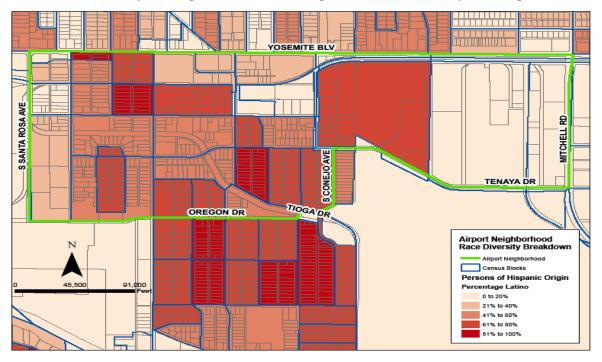
Fiscal Year 2014-2015 CDBG funds will be utilized to fund the first phase of the Airport Neighborhood Sewer system. Similar to the Parklawn Sewer Infrastructure Project, Stanislaus County will also seek State Water Board funds to finance the remaining phases of the Airport project.

The following maps are demographic maps of Airport Neighborhood in which CDBG funds will be used for sewer improvements:

#### **Airport Neighborhood Median Income Map**



#### Airport Neighborhood Percentage of Residents of Hispanic Origin



# **City of Ceres**

The City of Ceres will continue to focus on infrastructure improvements. The City of Ceres' target area is composed of its lowest income Census Block Groups as outlined in the map below. These infrastructure improvements will include ADA curb cuts and minor related sidewalk repairs. Adequate infrastructure improvements are essential for a community to experience community revitalization.



# City of Hughson

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

One issue facing the City of Hughson is identifying areas that meet eligible Low-Moderate Area (LMA) requirements for CDBG activities. Often times, as in this case, census data may group areas of lower and higher Area Median Incomes (AMI) together, making it more difficult for those areas with a lower AMI to qualify for CDBG activities. Staff is currently working with HUD on approval of a survey to better identify income eligible areas in the City of Hughson.



# City of Newman

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



# **City of Oakdale**

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



# **City of Patterson**

Similar to other Stanislaus Urban County members, the City of Patterson will continue allocating CDBG resources towards infrastructure improvements to help alleviate some of the target area's current blighting conditions. The planned infrastructure improvements will include related curb, gutters, sidewalks, storm drain, sewer and waterline replacement, and related street overlay in its low income Census Block Group target area.



**City of Waterford** 

Waterford has traditionally faced challenges related to the accuracy of Census data in relation to income eligible Census tracts and Block Groups.

In Fiscal Year 2012-2013, Stanislaus County and City of Waterford staff conducted surveys in specific locations within the City. The survey results met area benefit criteria and were approved by HUD. The City of Waterford undertook the C & Covey project in Fiscal Year 2012-2013 as one of the projects subject to the survey and will begin construction of a second project "La Gallina Infrastructure" improvement project in Fiscal Year 2014-2015. This project may take up to three fiscal years for completion due to the loss of Redevelopment funds, and annual CDBG allocations are not enough to complete the project.

It is likely that the City of Waterford may need to continue conducting project area income surveys for future projects depending on final HUD Census Block data results.

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

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

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

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

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

One of the 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, Stanislaus County will continue to seek funding opportunities through different sources, encourage projects or programs that leverage funds, and ensure that projects and programs are operated as effectively and efficiently as possible.

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

Further, Stanislaus County also administers State of California CalHome funds to supplement federal HOME funds for the provision of the Stanislaus County First Time Homebuyer and Housing Rehabilitation Programs. 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 Stanislaus County Continuum of Care (CoC), a multi-agency collaborative which focuses on the community's housing and social service needs, also allows for the distribution of much needed SuperNOFA funds to affordable housing developers within Stanislaus County. The Stanislaus Urban County will continue partnering with SHSSC to address the needs of the community and addressing obstacles to meeting underserved needs.

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

In order to address the priority needs addressed in the CP a combination of federal, state, and local dollars will continue to be employed to assist those in need of essential services within Stanislaus County. The HACS as the administrator of the Housing Choice Voucher Program (known as Section 8) expects to receive approximately \$31,760,860 for the operation and implementation of the Section 8 Program.

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

# Managing the Process

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

#### **Community Development Block Grant/Emergency Solutions Grant:**

Stanislaus County is the lead agency of the Stanislaus Urban County. Specifically, the Stanislaus County Planning and Community Development Department, serves as the lead entity for overseeing the development, implementation, and administration of the CP and AAP.

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

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

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

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

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

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

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

Specifically, they are: Housing Authority of the County of Stanislaus (HACS), Stanislaus County Health Services Agency, Stanislaus County Community Services Agency, Stanislaus County Behavioral Health and Recovery Services; California Department of Housing and Community Development; U.S. Department of Agriculture/Rural Development, U.S. Economic Development Administration, U.S. Department of Housing and Urban Development (HUD); California Coalition for Affordable Housing; Habitat for Humanity, Stanislaus County Affordable Housing Corporation (STANCO), California Rural Legal Assistance (CRLA), and Self-Help Enterprises).

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

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

The Stanislaus Urban County will maintain its membership and active involvement in the Stanislaus County Continuum of Care (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.

# Citizen Participation

#### 1. Provide a summary of the citizen participation process.

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

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

The preparation of the AAP utilized consultation and coordination among various government agencies, private groups (for- and non-profit), including agencies that provide assisted housing, health services, social fair housing services, and individuals. Relationships with these resource providers consisted of both written contacts and face-to-face meetings. Most important among them were the meetings with the Stanislaus Urban County members and the input from the membership of the Stanislaus County Continuum of Care (CoC).

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

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

The AAP was be released for its official public review and comment period on March 4, 2014. In order to solicit public participation in the preparation of the AAP, public hearing notices were published defining the development process and how persons, agencies and interested groups could participate. Stanislaus County was also able to post announcements regarding the CDBG/ESG and HOME programs on the Stanislaus County Planning and Community Development internet homepage, which facilitates the receipt of citizen input online, <a href="http://www.stancounty.com/planning/index.shtm">http://www.stancounty.com/planning/index.shtm</a>

A series of public meetings were held in the months of February, March, and April 2014 to discuss the preparation of the AAP and seek public input. An overview of when and where these meetings were held and of any comments received is provided below:

JURISDICTION	DATE TIME		LOCATION			
County/Cities						
Stanislaus County	February 19, 2014	10:00am/6:00 pm	1010 10 <sup>th</sup> St., Modesto			
City of Ceres	February 24, 2014	5:00 pm	2701 Fourth St., Ceres			
City of Hughson	February 10, 2014	5:30 pm	7018 Pine St., Hughson			
City of Newman	February 19, 2014	5:00 pm	1200 Main St., Newman			
City of Oakdale	February 18, 2014	3:30 pm	455 S. 5 <sup>th</sup> St., Oakdale			
City of Patterson	February 18, 2014	5:00 pm	1 Plaza, Patterson			
City of Waterford	February 20, 2014	6:00 pm	101 E St., Waterford			
Municipal Advisory Councils / Communities						
Denair	April 1, 2014	7:00 pm	3460 Lester Rd., Denair			
Hickman	April 3, 2014	7:00 pm	13306 4th St., Hickman			
Empire	March 10, 2014	7:00 pm	18 S. Abbie, Empire			
South Modesto	March 13, 2014	6:00 pm	3800 Cornucopia Way, Modesto			
Keyes	April 17, 2014	7:00 pm	5601 7 <sup>th</sup> St., Keyes			
Salida	March 27, 2014	7:00 pm	4835 Sisk Rd., Salida			

The Draft AAP was presented to the Stanislaus County Board of Supervisors and copies of the plan were made available for review at the Planning Departments of each Urban County city. A final public hearing was scheduled for April 8, 2014 before the Stanislaus County Board of Supervisors.

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

# Citizen Comment Summary

Throughout the months of February, March, and April 2014, Stanislaus County staff will have conducted several public meetings throughout the unincorporated areas and at least one general meeting in each of the CDBG participating jurisdictions.

#### Stanislaus County

On February 19, 2014 Stanislaus County held a morning and evening meeting for the public regarding the AAP development process. No comments were received.

#### City of Hughson

A community meeting was held on February 10, 2014. No comments were received.

#### City of Ceres

A community meeting was held on February 24, 2014. No comments were received.

#### City of Newman

A community meeting was held on February 19, 2014. No comments were received.

#### City of Oakdale

A community meeting was held on February 18, 2014. No comments were received.

#### City of Patterson

A community meeting was held on February 18, 2014. No comments were received.

#### City of Waterford

A community meeting was held on February 20, 2014. No comments were received.

#### Town of Hickman

A community meeting will be held on April 3, 2014.

#### Town of Denair

A community meeting was held on April 1, 2014. A comment was received regarding the need for sidewalks along Main Street in Denair. Staff provided the public with information related to CDBG project eligibility.

#### South Modesto

A community meeting was held on March 13, 2014. A comment was received regarding non-discrimination compliance by public service grantees. Staff confirmed public service grantee compliance with non-discrimination laws is mandatory and that concerns with compliance would be brought to the attention of the grantee and investigated.

#### Town of Empire

A community meeting was held March 10, 2014. A general discussion occurred between the community and staff regarding outreach related to a County Service Area (CSA) vote to help fund the Empire Storm Drain project. The community provided information on how to best inform others in the community about when the vote will occur and how the vote will affect them.

#### Town of Keyes

A community meeting will be held April 17, 2014.

#### Town of Salida

Stanislaus County staff attended a community meeting on March 27, 2014 to present the AAP. In general, the community wanted to know how the entitlement funds directly affected the Town of Salida. Staff provided the community with information on past CDBG infrastructure projects in Salida, public services, and NSP homes within the target areas. The community also had questions and concerns regarding sewer connection fees and associated costs related to the Parklawn and Airport Sewer Infrastructure projects. Staff is working on strategies to assist low income qualifying families to connect to the sewer infrastructure.

#### Services to Older Adults Advisory Council (STOAAC)

Stanislaus County staff regularly attends STOACC's monthly meetings to remain engaged with service providers who focus its efforts in serving the senior community and to keep them updated about Stanislaus Urban County HUD programs. Staff will attend the STOAAC meeting on April 2, 2014 and provide a presentation about the AAP.

#### Continuum of Care (CoC)

The Continuum of Care (CoC) members were informed about the AAP process including the citizen participation process. Information was disseminated to the group from the Executive Committee in March. The only responses received were from the United Samaritans Foundation and HOST requesting input on how their Public Services Grant and ESG applications scored.

#### Children and Families Commission

Stanislaus County staff attended The Children and Families Commission's March 25, 2014 meeting. Stanislaus County staff gave a presentation informing the Commission about the AAP process and about providers who will be funded with Urban County CDBG and ESG funds who provide services to families and at-risk youth. The committee commented that they enjoyed the presentation. One Commissioner inquired about the process of scoring the public service and ESG grants. Stanislaus County staff provided an overview of this process and no further questions were received.

#### Airport Neighborhood Collaborative (ANC)

Stanislaus County staff regularly attends ANC monthly meetings and collaborates with local non-profits, agencies, and stakeholders in the Airport Neighborhood. Stanislaus County staff attended the March 10, 2014 meeting and informed stakeholders and residents about the AAP process. Staff provided information related to the Airport Sewer Project. One comment received raised concerns related to the cost to connect to the future sewer line. Many residents in the neighborhood are low income and may lack the funds needed to hire a contractor, obtain a building permit, and pay connection fees associated with tying into the sewer line.

#### Stanislaus County - Public Hearing

A Public Hearing will be held April 8, 2014.

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

Every year, English notices for meetings are placed in <u>The Modesto Bee, Ceres Courier, Hughson Chronicle, Oakdale Leader, Patterson Irrigator, West Side Index, and Waterford News</u>. In an effort to seek input and participation from the Spanish-speaking population, a Spanish notice is also published in the Modesto Bee newspaper. The notices are published ten days before the public meetings. The notices indicate the specific dates by which both written and oral comments must be received and include a telephone number for those who are deaf, hard of hearing, or speech disabled to receive relay communications services. That service is provided by the California Relay Service: 1 (800) 735-2929 (text telephones) and 1 (800) 735-2922 (voice). The notices also include the statement that translator services may be provided upon such service being requested: "Reasonable accommodations may be made available with advance notice at meeting locations to ensure access for persons with disabilities including sign language, interpreters, and assistive listening device." Public meetings held in predominantly Spanish-speaking communities are attended by bilingual staff for translation purposes.

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

Comments pending the public hearing scheduled for April 8, 2014.

#### Institutional Structure

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

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

During public service monitoring, agency-to-agency referrals are also tracked to verify that participants receiving services do not experience any gaps as they strive to reach their goal of independence from the need of public services within the community. The Stanislaus County CoC is providing (ESG) participants with access to HMIS software operated by Client Track. The five (5) agencies receiving ESG funding, within Stanislaus County, have agreed to share limited Universal Data Elements for clients enrolled in ESG. HMIS data sharing helps reduce the instances of assistance gaps by allowing a streamlined intake process where agencies can refer clients to one another without duplication of intake as well as to prevent the duplication of services. The group also meets monthly in a subcommittee meeting, after the Housing Coalition meeting, to work out any issues with implementation and reporting for ESG. An HMIS Data Entry Assistant was hired by the Community Housing and Shelter Services, and funded with ESG HMIS funds, to provide data entry assistance to shelter providers in Stanislaus County. This has allowed a more complete assessment of shelter utilization and demographics through the HMIS system. This HMIS Technician position will continue to be funded for the 2014-2015 Fiscal Year. In addition, ESG recipients are continually working on strengthening relationships with landlords to ensure affordable housing to ESG clients that may have poor credit or who are working on increasing their income.

In terms of meeting the goals set forth in the Urban County's Neighborhood Stabilization Strategy Area (NRSA) plans, approved by HUD in Fiscal Year 2012-2013, County staff has been working with agencies in the Parklawn and Airport Neighborhoods to explore their potential for qualifying as a CBDO. This process is extending into the third year of the NRSA plan due to its complexity and it is uncertain at this point whether any of the existing agencies have the capacity to take on the role of a CBDO.

# Monitoring

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

Stanislaus County, as the lead agency for CDBG and ESG funds, monitors all sub-recipients on a regular basis through written contacts, phone conversations, electronic information transfers, face-to-face monitoring visits (at least once per quarter), and project file review.

Monitoring is conducted to ensure statutory and regulatory requirements are being met and that information submitted to Stanislaus County is accurate and complete.

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

Specifically, the objectives of Stanislaus County's monitoring program are to:

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

# Lead-Based Paint

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

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

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

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

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

To the extent possible, the Stanislaus Urban County will continue to purchase bank owned homes through the NSP until program funds are expended. The homes that are purchased by the Stanislaus Urban County members are rehabilitated and then made available for purchase or long-term rental by families of extremely low to moderate incomes. The majority of the homes that the Stanislaus Urban County has purchased have been homes that were built after 1978. To date, the Stanislaus Urban County has purchased nineteen (19) homes that were built before 1978 and five (5) of those homes are scheduled to be demolished and replaced with new single-family homes. Any homes purchased by the Stanislaus Urban County that were built prior to 1978 will be tested for lead-based paint. If lead based paint is found, lead abatement will be conducted by qualified contractors. Any homes determined to not contain lead-based paint, will have the interior and exterior repainted.

# **HOUSING**

# Specific Housing Objectives



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

The CP identifies homeownership and owner occupied housing health and safety related rehabilitation as top priorities to be addressed. The specific housing objectives in the coming fiscal year are to:

- Increase the supply of affordable housing through the continued implementation of the NSP, First Time Home Buyer (FTHB) Down Payment Assistance (DPA) Program, and through partnerships with local affordable housing developers (such as Habitat for Humanity, Housing Authority of the County of Stanislaus, the State of California, and Federal Housing and Urban Development).
- Maintain safe and sanitary housing for low-income households through the continued provision of housing rehabilitation programs,
- Ensure long-term affordability of units for low-income households,
- Promote homeownership, retrofit communities and neighborhoods with public infrastructure, and
- ➤ Eliminate the physical barriers that deny access to public and community facilities to those with limited mobility.
- 2. Describe how federal, state, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.

The Stanislaus Urban County anticipates \$2,139,064 in CDBG, \$171,581 in ESG, and \$535,000 in HOME (Stanislaus Urban County Allocation amount) funding for the Fiscal Year 2014-2015 program year.

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

#### **Federal Resources**

CDBG, ESG, HOME, and NSP funds will continue to be used by the Stanislaus Urban County to fill funding gaps for affordable housing projects/programs as needed to help leverage other funds when possible.

#### **State Resources**

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

#### **HUD Section 8 Program**

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

#### McKinney Vento Act Funds

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

# Needs of Public Housing



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

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

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

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

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

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

# Barriers to Affordable Housing

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

### **General Overview**

An updated Analysis of Impediments (AI) was prepared for Stanislaus County by Project Sentinel in February 2012. The 2012 AI identifies the continued shortage of affordable rental housing, particularly for larger families.

An area in which improvement was made (compared to the previous AI), is the area of comprehensive fair housing services and addressing the potential for housing discrimination and predatory practices. The 2012 AI indicates that this impediment has been largely addressed and satisfactorily resolved by virtue of the Stanislaus Urban County's annual funding of comprehensive fair housing services.

In addition to an updated evaluation of these issues, the 2012 AI broadened its scope to include all the current participating cities. These new areas of analysis included Stanislaus County's relationship to the Housing Authority of the County of Stanislaus, an examination of zoning ordinances and reasonable accommodations policies, and the allocation of community development resources. Ultimately the items described below were highlighted as potential or existing impediments to fair housing within Stanislaus County followed by recommendations to address each impediment:

# 2012 Analysis of Impediments to Affordable Housing

#### **AFFORDABILITY**

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

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

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

Further, NSP has created twenty three (23) units of affordable rental housing since 2008. The most recent project was the construction of eight (8) (5 multi-family and 3 single family) units in Fiscal Year 2013-2014. The rental of these units will be managed by the HACS. These projects have provided a total of 165 affordable housing units combined over the past six years (both rental and owner occupied).

As economic conditions improve, and the interest of private developers in new housing construction returns, affordable housing funding resources increase, and market conditions

permit; Stanislaus Urban County members will continue to consider improving and adding to its affordable rental housing stock.

### **Zoning Policies**

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

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

Stanislaus County coordinated with Project Sentinel on a fair housing training, which was held in January of 2013, to educate Urban County members about fair housing law in an effort to address impediments identified in the AI and to identify any errors within the AI relating to established ordinance provisions overlooked by Project Sentinel. All activity in this regard will be reported in the CAPER. In addition, changes to CA Housing Element regulations should assist in eliminating impediments to fair housing choice in terms of zoning regulations in the Urban County because of the incentive of qualifying for an 8 year housing element cycle by having zoning allowances such as density bonus ordinances in place to allow for affordable housing development.

#### **The Foreclosure Crisis**

The AI identified the foreclosure crisis as a detrimental impediment to fair housing choice. Although the foreclosure crisis did have damaging impacts to the nation's economy, the foreclosure crisis also brought home affordability levels to record highs. Households who were not able to purchase homes at the peak of the housing market in 2006 were able to become homeowners.

To address the effects of this potential impediment, Stanislaus Urban County members will continue to collaborate with the HACS, mortgage lenders, Habitat for Humanity and first time home buyers to continue the efforts of the NSP program. In addition, Stanislaus County staff will continue to engage in foreclosure events to assist and/or provide referral households in danger of foreclosure and collaborate with Project Sentinel in fair housing related efforts. Stanislaus County will also continue to collaborate with Habitat for Humanity and other HUD certified counselors to help home buyers avoid predatory lending practices.

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

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

### Neighborhood Stabilization Program (NSP)

Although the inventory of available foreclosures is decreasing, Stanislaus County will continue to use NSP funds to acquire, rehabilitate and sale foreclosed properties to first time homebuyers as the opportunity arises. NSP activities are expected to decrease in the coming year, however staff expects to provide approximately five affordable units in the coming year. NSP connects first time homebuyers to Down Payment Assistance (DPA) and affordable single family homes within the Stanislaus Urban County. In order to offset a shortfall of available DPA funds, NSP program income is now being used to serve program eligible participants in their pursuit of their first home.

#### **Down Payment Assistance Programs**

Stanislaus Urban County members will continue to offer down payment assistance programs to eligible first time home buyers. This assistance makes homeownership a reality for first time home buyers who are qualified to purchase a home but do not have the means to

provide a down payment. The current activity focus is NSP unit centric, to assist in program momentum and funding leverage. This approach allows for a larger number of foreclosed units to return to active housing stock within the Community which would otherwise remain vacant.

#### Multi-Family Housing Development

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

The City of Waterford, Stanislaus County and the HACS have completed the construction of a five unit senior housing project in the City of Waterford. The project was financed with NSP funds. The project replaced a blighted, foreclosed multi-family building that was acquired through NSP. In the coming year, the HACS will place tenants in the building and will manage the development.

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

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

Approximately 25% of the Fiscal Year 2014-2015 ESG award will go towards ESG programs that provide rental assistance, utility assistance, payment of rental and utility arrears, or rental or utility deposits in combination with case management which works with clients on an individual basis to sustain permanent housing. Modeled after the 2009 Recovery Act Homeless Prevention and Rapid Re-housing (HPRP) Recovery program, which concluded in August 2012, the program utilizes housing search and placement services, intensive case management, and rental assistance to remove barriers to permanent housing for homeless persons and persons 30% or under the AMI who are at-risk of losing their housing.

# HOME/American Dream Down Payment Initiative (ADDI)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Sales Price of Unit
- Superior Non HOME Debt
- Closing Costs
- = Net Proceeds

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

Not Applicable

# Non-Homeless Special Needs Housing

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

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

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

Whenever possible, the Stanislaus Urban County will partner with agencies such as Behavioral Health and Recovery Services (BHRS) to address the housing needs of these special needs populations.

# **HOMELESS PROGRAMS**

# Homeless and Special Needs

- 1. Identify the federal, state, and local resources (including program income) the jurisdiction expects to receive to address the needs identified in the plan. Federal resources should include Section 8 funds made available to the jurisdiction, Low-Income Housing Tax Credits, and competitive McKinney-Vento Homeless Assistance Act funds expected to be available to address priority needs and specific objectives identified in the strategic plan.
- 2. Explain how federal funds will leverage resources from private and non-federal public sources, including how matching requirements of HUD programs will be satisfied.

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

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

Project Name	Agency	Program Type	Award Amount	
Pathways	Center for Human Services	TH	\$78,976	
Pathways – Support Services	Center for Human Services	ТН	\$43,241	
Families in Transition	Community Housing and Shelter Services	SSO	\$69,643	
Homes for Homeless	Community Housing and Shelter Services	SSO	\$90,011	
Stanislaus Homeless Collaborative	Community Housing and Shelter Services	SSO	\$97,129	
HALO Housing (1) 2011	Community Impact Central Valley	PH	\$124,154	
HALO Homes (3) 2011	Community Impact Central Valley	PH	\$199,962	
HALO 4 2011	Community Impact Central Valley	PH	\$164,716	
HALO Apartments (5)	Community Impact Central Valley	PH	\$230,043	
HALO 7 (14)	Community Impact Central Valley	PH	\$92,025	
Permanent Housing #1	Stan County Housing Authority	PH	\$95,850	
Shelter Plus Care1-4, 6 & 7 2011 Renewal	Stan County Housing Authority	PH	\$981,287	
Shelter Plus Care 5 2012 Renewal	Stan County Housing Authority	PH	\$142,300	
Stanislaus HMIS Renewal 2012	Stan County Housing Authority	HMIS	\$84,795	
Berberian Transitional Housing Program	The Salvation Army	TH	\$101,905	
Turning Point Affordable Housing Project	Turning Point Community Programs	РН	\$103,793	
Turning Point Supportive Housing Program	Turning Point Community Programs	РН	\$166,083	
Total:			\$2,865,913	

SSO - Support Services Only TH - Transitional Housing

PH – Permanent Housing

Source: HUD Fiscal Year 2012 CoC Grants Award

### **Housing Choice Voucher Program**

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

According to the HACS, a total of 4,045 Housing Choice vouchers and certificates were active, countywide, as of January 2014, of which 3,419 are currently in use (see Figure IV-7). Of this total, 3,419 are presently being used within the city limits of Modesto, Turlock, and Riverbank, the three cities not part of the Stanislaus Urban County. This leaves a total of 626 vouchers and certificates in use within the Stanislaus Urban County cities and County Unincorporated areas (15%).

Distribution of In-Use Housing Choice Vouchers (HCV)						
Non-Stanislaus Urban County Cities	3,419	85%				
Stanislaus Urban County Cities and County	626	15%				
Total	4,045	100.0%				

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

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

#### 3. ESG Match Funds

Below is a summary of the match funding identified for the Fiscal Year 2014-2015 ESG Allocation, listed by each agency receiving funding:

Funding	Federal	State	In-Kind	Private	Total Match	Match Required		
	СНІ	LDREN'S CRISIS CEN	TER - OAKDALE RESPI	TE SHELTER PROGR	AM	_		
City of Modesto CDBG	\$ 20,000.00							
Guardian Fund				\$ 100,053.00				
State CCTR funds		\$ 100,000.00						
Prop 10		\$ 77,000.00			\$ 297,053.00	\$ 20,000.00		
	COMMUNITY HOUSING AND SHELTER SERVICES - SANTA FE PROJECT							
Omega Nu				\$ 1,000.00				
HUD SHP	\$ 41,563.00				\$ 42,563.00	\$ 25,749.00		
COMMUNITY HOUSING AND SHELTER SERVICES - HMIS								
HUD SHP	\$ 28,098.00				\$ 28,098.00	\$ 15,000.00		
COMMUNITY HOUSING AND SHELTER SERVICES - HPRP								
HUD SHP	\$ 24,338.00				\$ 24,338.00	\$ 17,044.00		
			FAMILY PROMISE					
City of Modesto CDBG	\$13,000							
Volunteers/Donations			\$67,706		\$80,706	\$17,000		
SALVATION ARMY - EMERGENCY SHELTER								
EFSP	\$ 35,000.00							
Donations				\$ 409,506.00				
Modesto CDBG	\$ 10,000.00				\$ 454,506.00	\$ 18,000.00		
		WE CARE - I	EMERGENCY SHELTER	PROGRAM				
Volunteer Hours			\$ 20,000.00					
Food Donations			\$ 6,550.00		-			
Turlock CDBG	\$ 15,976.00							
EFSP	\$ 10,000.00				\$ 52,526.00	\$ 16,500.00		
		WE CARE -	RAPID RE-HOUSING I	PROGRAM				
United Samaritans Foundation			\$ 9,559.00					
Bright Foundation				\$ 5,000.00				
Contributions/Cash on hand				\$ 23,680.00	\$ 33,239.00	\$ 29,420.00		
	\$ 197,975	\$ 177,000.00	\$ 103,815	\$ 539,239.00	\$ 1,018,029	\$ 158,713		

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

# **Homeless Funding Overview**

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

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

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

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

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

Similarly, the CoC's 10-Year Plan to End Long-term Homelessness, identifies chronically homeless, long-term homeless adults and families, and homeless youth as target groups for homeless assistance. Currently, the focus of CoC funding has been to provide permanent supportive housing for chronically homeless, homeless veterans and for homeless youth out of foster care. In terms of serving unsheltered homeless, the CoC coordinated with the Gospel Mission to put on a homeless fair in the Fall of 2012 and again in the Spring of 2013, where service providers were able to connect homeless persons to medical screenings, enrollment assistance, documentation replacements, emergency food and clothing, as well as for general resource and referral services.

Although both shelter activities and homeless prevention and rapid re-housing activities continue to be funding priorities, it is important to note that due to the fact that the level of available ESG funding for rental assistance is approximately 25% of the amount received for the Recovery Act HPRP program, the number of rental assistance units available to Stanislaus County have been greatly reduced. Homeless prevention activities, while remaining to be a service that is greatly needed throughout the Stanislaus Urban County, received slightly less priority than Rapid Re-housing and shelter services and accordingly, less funding is proposed to be allocated to this activity. Additionally, the Stanislaus Urban County, in recognition that HMIS has the potential to be utilized as a critical data tool in identifying the best methods for preventing and ending homelessness, will focus a portion of its Fiscal Year 2014-2015 ESG award to improving the CoC's HMIS system. Lastly, in conjunction with our CDBG Economic Development program, a strong focus for ESG funds will be providing job training and placement opportunities for Rapid Re-housing and Homeless Prevention recipients.

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

# **Homeless Funding Priorities**

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

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

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

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

Low Priority Services: Legal Services, Mental Health Services, Last month's rent payments, Moving costs, Mediation, Credit Repair, Outpatient Health Services, Mental Health Services, Substance Abuse Treatment Services, Services for Special Populations, Renovation, Uniform Relocation Assistance.

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

#### **Homelessness Prevention**

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

- > Sudden and significant increase in utility costs
- Mental health and substance abuse issues
- Physical disabilities and other chronic health issues, including HIV/AIDS
- > Severe housing cost burden (greater than 50 percent of income for housing costs)
- ➤ Homelessness in the last 12 months
- Young head of household (under 25 with children or pregnant)
- > Current or past involvement with child welfare, including foster care
- Pending foreclosure of housing (rental or homeownership)
- Extremely low income (less than 30 percent of Area Median Income)
- Past institutional care (prison, treatment facility, hospital)
- Recent traumatic life event, such as death of a spouse or primary care provider, abandonment of spouse or primary care provider, or recent health crisis that prevented the household from meeting its financial responsibilities
- Credit problems that preclude obtaining of housing
- > Significant amount of medical debt

- > Eviction within 2 weeks from a private dwelling (including housing provided by family or friends)
- ➤ Discharge within 2 weeks from an institution in which the person has been a resident for more than 180 days (including prisons, mental health institutions, hospitals)
- Residency in housing that has been condemned by housing officials and is no longer meant for human habitation
- > Sudden and significant loss of income

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

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

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

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

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

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

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

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

#### Cost Burden and Severe Cost Burden

Cost is the primary reason many individuals are unable to obtain or maintain quality housing. With the downturn in the economy, Stanislaus County has been one of the hardest hit areas in the country. Approximately (78,418 households in Stanislaus County have monthly housing costs in excess of 30% of their monthly income. Approximately 45%

(28,158 households) of rental households earning less than \$35,000/year have monthly housing costs of 30% or greater compared to 14% (14,251 households) for owners who earn less than \$35,000/year.

# **Unemployment and Underemployment**

Stanislaus County's 2013 unemployment rate is 12.2%. The population is extremely low income (less than 30 percent of Area Median Income), and many have suffered a sudden and significant loss of income. Job scarcity, pay rate cut-backs and low wage jobs also contribute to a higher risk for homelessness. Barriers to obtaining employment that provide adequate income for housing stability include, a lack of education, illiteracy, language barriers, lack of basic life skills, lack of transportation.

### Overcrowding

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

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

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

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

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

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

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

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

# **Discharge Coordination Policy**

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

The CDBG and ESG programs will interface with the Stanislaus County Community Services Agency to respond with shelter needs of those persons 'aging-out' of the Foster Care system. Stanislaus County staff will also work with agencies (e.g. Behavioral Health and Recovery Services (BHRS) to develop housing projects that respond to needs beyond a stand-alone shelter (i.e. a facility that would include among other things medical services).

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

### Non-Homeless Special Needs

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

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

# **Homeless Funding Summary**

Approval of the Stanislaus Housing and Support Services Collaboratives (SHSSC), federally recognized as the CoC, 10-Year Plan (2002-2012) to End Long-Term Homelessness has been received from all Stanislaus Urban County members and the City of Modesto. SHSSC will provide annual updates regarding the plan and continue to develop the vision of addressing the housing and support service needs of this population; as well as, updates about the communities goal of meeting the pledged number of affordable housing units intended to serve the chronically homeless by the end of Fiscal Year 2012 - 2013.

In addition to providing basic food, shelter and access to showers and clean clothing, agencies that have received ESG funds through the Stanislaus Urban County assist the transition of individuals and families from homelessness to permanent housing by combining shelter with case management and housing search and placement.

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

# **Emergency Solutions Grant (ESG)**

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

Stanislaus County's written standards include:

- **a.** Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under ESG.
- **b.** Policies and procedures for coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers.
- **c.** Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance.
- **d.** Standards for determining the share of rent and utilities costs that each program participant must pay, if any, while receiving homelessness prevention or rapid rehousing assistance.

- **e.** Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time.
- **f.** Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participants receives assistance; or the maximum number of times the program participants may receive assistance.

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

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

amount of income the program participant received for the most recent period representative of the income that the program participant is reasonably expected to receive over the 3-month period following the evaluation.

- 4. **Determinations of ineligibility**. For each individual and family determined ineligible to receive ESG assistance, the record must include documentation of the reason for that determination.
- 5. **Re-evaluations for homelessness prevention and rapid re-housing assistance**. The recipient or sub-recipient must re-evaluate the program participant's eligibility and the types and amounts of assistance the program participant needs not less than once every three (3) months for program participants receiving homelessness prevention assistance, and not less than once annually for program participants receiving rapid re-housing assistance. At a minimum, each reevaluation of eligibility must establish that:
  - a. The program participant does not have an annual income that exceeds 30 percent of median family income for the area, as determined by HUD; and
  - b. The program participant lacks sufficient resources and support networks necessary to retain housing without ESG assistance.
  - c. The recipient or sub-recipient may require each program participant receiving homelessness prevention or rapid re-housing assistance to notify the recipient or sub-recipient regarding changes in the program participant's income or other circumstances (e.g., changes in household composition) that affect the program participant's need for assistance under ESG. When notified of a relevant change, the recipient or sub-recipient must re-evaluate the program participant's eligibility and the amount and types of assistance the program participant needs.
  - d. Annual income. When determining the annual income of an individual or family, the recipient or sub-recipient must use the standard for calculating annual income under 24 CFR 5.609.
  - e. Connecting program participants to mainstream and other resources. The recipient and its sub-recipients must assist each program participant, as needed, to obtain:
  - f. Appropriate supportive services, including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living; and
  - g. Other Federal, State, local, and private assistance available to assist the program participant in obtaining housing stability, including:
    - i. Medicaid (42 CFR chapter IV, subchapter C):
    - ii. Supplemental Nutrition Assistance Program (7 CFR parts 271-283);
    - iii. Women, Infants and Children (WIC) (7 CFR part 246);
    - iv. Federal-State Unemployment Insurance Program (20 CFR parts 601-603, 606, 609, 614-617, 625, 640, 650);
    - v. Social Security Disability Insurance (SSDI) (20 CFR part 404);
    - vi. Supplemental Security Income (SSI) (20 CFR part 416);
    - vii. Child and Adult Care Food Program (42 U.S.C. 1766(t) (7 CFR part 226));
    - viii. Other assistance available under the programs listed in 24 CFR § 576.400(c).
- 6. **Eligibility for Rental Units.** The rental unit identified to receive financial assistance must meet the following minimum qualifications. This applies to both rental units receiving Rapid Re-housing and Homeless Prevention assistance:

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

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

- 1. Rapid Re-Housing Assistance. If a program participant can document that they meet the following criteria, then they shall be considered to meet the definition of "homeless" and may qualify for Rapid Re-Housing assistance, provided that all other eligibility criteria can also be met:
  - a. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
    - An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
    - ii. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements

- (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
- iii. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or lace not meant for human habitation immediately before entering that institution:
- b. An individual or family who will imminently lose their primary nighttime residence should be classified as Homeless Prevention
- c. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
  - i. Are defined as homeless under the Runaway and Homeless Youth, Head Start, Violence Against Women, Public Health Services, Food and Nutrition, or Child Nutrition Acts;
  - ii. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
  - iii. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
  - iv. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addition, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or
- d. Any individual or family who:
  - i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual or family's primary nighttime residence or has made the individual or family afraid to return to their nighttime residence;
  - ii. Has no other residence; and
  - iii. Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.
- 2. Homeless Prevention Assistance. If a program participant can document that they meet the following criteria, then they shall be considered to meet the definition of "At-risk of Homelessness" and may qualify for Homeless Prevention assistance, provided that all other eligibility criteria can also be met:
  - a. An individual or family who:
    - i. Has an annual income below 30 percent of area median family income;
    - ii. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in the homeless definition; and

- iii. Meets one of the following conditions:
  - 1. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
  - 2. Is living in the home of another because of economic hardship;
  - 3. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
  - 4. Lives in a hotel or motel and the cost of the hotel or motel say is not paid by charitable organizations or by federal, state, or local government programs for low-income individuals;
  - 5. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than two (2) (1.5 people per room, as defined by the U.S. Census Bureau);
  - 6. Is exiting a publicly funded institution, or system of care, e.g., health-care facility, mental health facility, foster care, or other youth facility, or correction program or institution; or
  - 7. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the Stanislaus Urban County approved CP;
- b. A child or youth who does not qualify as homeless under the HEARTH Act but qualifies as homeless under the Runaway and Homeless Youth, Head Start, Violence Against Women, Public Health Services, Food and Nutrition, or Child Nutrition Acts; or
- c. A child or youth who does qualify as homeless under the HEARTH Act but qualifies as homeless under the McKinney-Vento Homeless Assistance Act, and the parent(s) or guardian(s) of that child or youth if living with her or him.
- 3. **Short-term Rental Assistance.** (Medium priority as referenced in the CP survey results priority list) Short-term rental assistance is defined as rental assistance provided for up to 3 months.
- 4. **Medium-term Rental Assistance.** (High priority as referenced in the CP survey results priority list) Medium-term rental assistance is defined as rental assistance provided for more than 3 months but not more than 24 months of rent, within a 3 year period.
- 5. **Rental Arrears.** (Medium priority as referenced in the CP survey results priority list) Payment of rental arrears consists of a one-time payment for up to 6 months of rent in arrears, including any late fees on those arrears.
- 6. **Tenant-based rental assistance.** Includes providing rental assistance to program participants who pay rent for a unit that is under a lease. The following standards apply to this type of rental assistance:
  - a. A program participant who receives tenant-based rental assistance may select a housing unit in which to live and may move to another unit or building and continue to receive rental assistance, as long as the program participant continues to meet the program requirements.
  - b. The recipient may require that all program participants live within a particular area for the period in which the rental assistance is provided.
  - c. The rental assistance agreement with the owner must terminate and no further rental assistance payments under that agreement may be made if:

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

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

- 15. Housing Relocation and Stabilization Services. 24 CFR § 576.105. Any rapid rehousing or homeless prevention rental assistance must be provided in accordance with the housing relocation and stabilization services, in particular monthly case management. Program staff salary related costs cannot exceed 20% of the total grant award. Staff time will be reimbursed based on the number of hours spent providing housing relocation and stabilization services for Urban County clients plus up to 20% benefits, excluding overhead costs. Paid time off (PTO) is not an eligible expense.
- 16. Financial assistance costs. Financial assistance costs are eligible activities under Housing Relocation and Stabilization Services. Subject to the general conditions under 24 CFR § 576.103 and 24 CFR §576.104, ESG funds may be used to pay housing owners, utility companies, and other third parties for the following costs in order of funding priority:
  - a. Rental application fees. ESG funds may pay for the rental housing application fee that is charged by the owner to all applicants.
  - b. Security deposits. ESG funds may pay for a security deposit that is equal to no more than 2 months' rent.
  - c. Last month's rent. If necessary to obtain housing for a program participant, the last month's rent may be paid from ESG funds to the owner of that housing at the time the owner is paid the security deposit and the first month's rent. This assistance must not exceed one month's rent and must be included in calculating the program participant's total rental assistance, which cannot exceed 24 months during any 3-year period.
  - d. *Utility deposits*. ESG funds may pay for a standard utility deposit required by the utility company for all customers for the utilities listed in paragraph (v) of this section.
  - e. *Utility payments*. ESG funds may pay for up to 24 months of utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service. A partial payment of a utility bill counts as one month. This assistance may only be provided if the program participant or a member of the same household has an account in his or her name with a utility company or proof of responsibility to make utility payments. Eligible utility services are gas, electric, water, and sewage. No program participant shall receive more than 24 months of utility assistance within any 3-year period.
  - f. Moving costs. ESG funds may pay for moving costs, such as truck rental or hiring a moving company. This assistance may include payment of temporary storage fees for up to 3 months, provided that the fees are accrued after the date the program participant begins receiving assistance under paragraph (b) of this section and before the program participant moves into permanent housing. Payment of temporary storage fees in arrears is not eligible.
- 17. **Housing search and placement.** Housing Search and Placement is an eligible activity under Housing Relocation and Stabilization Services. This includes activities necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing, as follows:
  - a. Assessment of housing barriers, needs, and preferences;
  - b. Development of an action plan for locating housing;
  - c. Housing search;
  - d. Outreach to and negotiation with owners;
  - e. Assistance with submitting rental applications and understanding leases;
  - f. Assessment of housing for compliance with ESG requirements for habitability, lead-based paint, and rent reasonableness;
  - g. Assistance with obtaining utilities and making moving arrangements; and
  - h. Referral for tenant counseling, to local fair housing provider.

- 18. Housing Stability Case Management. Housing Stability Case Management is an eligible activity under Housing Relocation and Stabilization Services. Each program participant receiving homelessness prevention or rapid rehousing assistance must meet regularly with a case manager and the assistance provider must develop an individualized housing plan to help that program participant retain permanent housing after the ESG assistance ends. These requirements are intended to help ensure that the ESG-funded emergency, short-term or medium-term assistance will be effective in helping program participants regain long-term housing stability and avoid relapses into homelessness. ESG funds may be used to pay cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing. This assistance cannot exceed 30 days during the period the program participant is seeking permanent housing and cannot exceed 24 months during the period the program participant is living in permanent housing. Component services and activities consist of:
  - Using the centralized or coordinated assessment system as required under 24 CFR §576.400(d), to evaluate individuals and families applying for or receiving homelessness prevention or rapid re-housing assistance;
  - b. Conducting the initial evaluation required under 24 CFR § 576.401(a), including verifying and documenting eligibility, for individuals and families applying for homelessness prevention or rapid re-housing assistance;
  - c. Counseling;
  - d. Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
  - e. Monitoring and evaluating program participant progress;
  - f. Providing information and referrals to other providers;
  - g. Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
  - h. Conducting re-evaluations required under 24 CFR § 576.401(b).
- 19. **Mediation.** Mediation is an eligible activity under Housing Relocation and Stabilization Services. ESG funds may pay for mediation between the program participant and the owner or person(s) with whom the program participant is living, provided that the mediation is necessary to prevent the program participant from losing permanent housing in which the program participant currently resides.
- 20. *Legal services*. Providing legal services is an eligible activity under Housing Relocation and Stabilization Services. ESG funds may pay for legal services, as set forth in 24 CFR § 576.102(a)(1)(vi), except that the eligible subject matters also include landlord/tenant matters, and the services must be necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides.
- 21. **Credit repair.** Assisting with credit repair is an eligible activity under Housing Relocation and Stabilization Services. ESG funds may pay for credit counseling and other services necessary to assist program participants with critical skills related to household budgeting, managing money, accessing a free personal credit report, and resolving personal credit problems. This assistance does not include the payment or modification of a debt.
- 22. **24 CFR § 576.107 HMIS component.** Provided funding from another local source is not already available for the HMIS related costs below, the recipient or subrecipient may use ESG funds to pay the costs of contributing data to the HMIS

designated by the CoC for the area. Activities funded under this section must comply with HUD's standards on participation, data collection, and reporting under a local HMIS. Eligible activities under this category include:

- a. Purchasing or leasing computer hardware;
- b. Purchasing software or software licenses;
- c. Purchasing or leasing equipment, including telephones, fax machines, and furniture;
- d. Obtaining technical support;
- e. Leasing office space;
- f. Paying charges for electricity, gas, water, phone service, and high-speed data transmission necessary to operate or contribute data to the HMIS;
- g. Paying salaries for operating HMIS including, completing data entry, monitoring and reviewing data quality, completing data analysis, reporting to the HMIS Lead, training staff on using the HMIS or comparable database, and implementing and complying with HMIS requirements;
- h. Paying costs of staff to travel to and attend HUD-sponsored and HUD-approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act;
- i. Paying staff travel costs to conduct intake;
- j. Paying participation fees charged by the HMIS Lead, if the recipient or subrecipient is not the HMIS Lead. The HMIS Lead is the entity designated by the CoC to operate the area's HMIS; and
- k. If the sub-recipient is a victim services provider or a legal services provider, it may use ESG funds to establish and operate a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

# **Evaluating Outcomes**

- 1. **Defining Stably Housed.** For the purposes of evaluating outcomes of Rapid Rehousing and Homeless Prevention assistance, a program participant is considered to be stably housed, if their residence at time of exit includes one of the following:
  - a. Permanent Supportive Housing
  - b. Rental by client no housing subsidy
  - c. Rental by client, VASH housing subsidy
  - d. Rental by client, other (non-VASH) housing subsidy
  - e. Staying or living with family, permanent tenure
  - f. Staying for living with friends, permanent tenure
- 2. Additional Outcomes. Additional outcomes to be tracked include the following:
  - a. Changes in employment
  - b. Changes in cash benefits
  - c. Changes in non-cash benefits
  - d. Supportive services received
  - e. Job or life skills training received

#### **Record Keeping**

1. Homeless status. Documentation of homeless status must occur at intake. lack of third-party documentation must not prevent an individual or family from being immediately admitted to emergency shelter, receiving street outreach services, or being immediately admitted to shelter or receiving services provided by a victim service provider. Records contained in an HMIS or comparable database used by victim service or legal service providers are acceptable evidence of third-party documentation and intake worker observations if the HMIS retains an auditable

history of all entries, including the person who entered the data, the date of entry, and the change made; and if the HMIS prevents overrides or changes of the dates on which entries are made. Priority for obtaining evidence is as follows:

- a. Third Party Written
- b. Third Party Oral
- c. Documents provided by program participant
- d. Self-declaration
- 2. Documenting Homelessness. For each individual or family who receives ESG homelessness assistance, the records must include the evidence relied upon to establish and verify the individual or family's "homelessness" status. This evidence must include an intake and certification form that meets HUD specifications and is completed by the sub-recipient. Required documentation includes the following:
  - a. If the individual or family is lacking a fixed nighttime residence and is staying in either a place not meant for habitation or a shelter, acceptable evidence includes:
    - i. A written observation by an outreach worker of the conditions where the individual or family was living,
    - ii. A written referral by another housing or service provider, or
    - iii. A certification by the individual or head of household seeking assistance.
  - b. If the individual or family is exiting a public institution where their stay was 90 days or less, and where they stayed either in a place not meant for habitation or a shelter prior to entry, acceptable evidence includes 2a.i-iii above and:
    - i. Discharge paperwork or a written or oral referral from a social worker, case manager, or other appropriate official of the institution, stating the beginning and end dates of the time residing in the institution. All oral statements must be recorded by the intake worker; or
    - ii. Where the evidence in paragraph (b)(2)(i) of this section is not obtainable, a written record of the intake worker's due diligence in attempting to obtain the evidence described in paragraph (b)(2)(i) and a certification by the individual seeking assistance that states he or she is exiting or has just exited an institution where he or she resided for 90 days or less.
  - c. For any other circumstances where an individual or family qualifies as homeless under 24 CFR §576.2 of the Federal Code, the evidence must comply with 24 CFR §576.500(b) of the Federal Code.
- 3. **Documenting At risk of homelessness status.** For each individual or family who receives ESG homelessness prevention assistance, the records must include the evidence relied upon to establish and verify the individual or family's "at risk of homelessness" status. This evidence must include an intake and certification form that meets HUD specifications and is completed by the recipient or sub-recipient. The evidence must also include:
  - a. Determination of annual income
  - b. The program participant's certification on a form specified by HUD that the program participant has insufficient financial resources and support networks (e.g., family, friends, faith-based or other social networks, immediately available to attain housing stability and meets one or more of the conditions described of the definition of "at risk of homelessness" in 24 CFR §576.2)
  - c. The most reliable evidence available to show that the program participant does not have sufficient resources or support networks. Acceptable evidence includes:
    - i. Source documents (e.g., eviction notice, notice of termination from employment, unemployment compensation statement, bank

- statement, health-care bill showing arrears, utility bill showing arrears);
- ii. To the extent that source documents are unobtainable, a written statement by the relevant third party (e.g., former employer, public administrator, relative) or the written certification by the recipient's or sub-recipient's intake staff of the oral verification by the relevant third party that the applicant meets one or both of the criteria under paragraph (1)(ii) of the definition of "at risk of homelessness" in 24 CFR § 576.2; or
- iii. To the extent that source documents and third-party verification are unobtainable, a written statement by the recipient's or sub-recipient's intake staff describing the efforts taken to obtain the required evidence; and a statement that the intake staff that the staff person has visited the applicant's residence and determined that the applicant meets one or more of the criteria under paragraph (1)(iii) of the definition or, if a visit is not practicable or relevant to the determination, a written statement by the recipient's or sub-recipient's intake staff describing the efforts taken to obtain the required evidence
- 4. Rental assistance agreements and payments. The records must include copies of all leases and rental assistance agreements for the provision of rental assistance, documentation of payments made to owners for the provision of rental assistance, and supporting documentation for these payments, including dates of occupancy by program participants.
- 5. *Utility allowance*. The records must document the monthly allowance for utilities (excluding telephone) used to determine compliance with the rent restriction.
- 6. Services and assistance provided. The recipient must keep records of the types of essential services, rental assistance, and housing stabilization and relocation services provided under the recipient's program and the amounts spent on these services and assistance. The recipient and its sub-recipients that are units of general purpose local government must keep records to demonstrate compliance with the maintenance of effort requirement, including records of the unit of the general purpose local government's annual budgets and sources of funding for street outreach and emergency shelter services.
- 7. **Program participant records.** In addition to evidence of homeless status or "at risk of homelessness" status, as applicable, records must be kept for each program participant that document:
  - The services and assistance provided to that program participant, including, as applicable, the security deposit, rental assistance, and utility payments made on behalf of the program participant;
  - b. Compliance with the applicable requirements for providing services and assistance to that program participant under the program components and eligible activities provisions at 24 CFR § 576.101 through 24 CFR § 576.106, the provision on determining eligibility and amount and type of assistance at 24 CFR §576.401(a) and (b), and the provision on using appropriate assistance and services at 24 CFR §576.401(d) and (e); and
  - c. Where applicable, compliance with the termination of assistance requirement in 24 CFR § 576.402.

# **Coordination among Homeless Service Providers**

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

#### Other

- 1. *Match Funding*. The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in 24 CFR § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third-party, Non-cash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.
- 2. **Program income.** Program income shall have the meaning provided in 24 CFR 85.25. Program income includes any amount of a security or utility deposit returned to the recipient or sub-recipient.
- 3. **Conflicts of interest.** The recipient and its sub-recipients must keep records to show compliance with the organizational conflicts-of- interest requirements in 24 CFR § 576.404(a)
- 2 If the Continuum of Care for the jurisdiction's area has established a centralized or coordinated assessment system that meets HUD requirements, describe the centralized or coordinated assessment system and the requirements for using the system, including the exception for victim service providers, as set forth under 24 CFR 576.400(d)

The CoC has developed two working committees to evaluate the best method for implementing a coordinated client intake and assessment process. As it is required to participate in HMIS as an ESG sub-recipient, a common set of data is currently being collected through entry of client information into the HMIS. However, a HMIS sub-committee has been formed and the group is in discussions about the pros and cons of data sharing in terms of the implications that sharing has on client privacy vs. the benefits of not having to reproduce client intake. Throughout Fiscal Year 2013-2014, the Sub-committee finalized and implemented a common release form for client permission to be entered into HMIS and continued to work together to vet a common client intake form. Some agencies may add more details to their intake forms but the same basic data must be contained on

all intake forms, including SSN's, date of birth, race, ethnicity, sex, age, veteran status, prior residence, income, monthly expenses, familial information, etc. These fields are all required for HMIS entry and are therefore standardized for all HPRP providers. Throughout the 2014-2015 Fiscal Year, the Sub-committee will continue to work together to develop a coordinated assessment process. Sub-committee discussions have occurred but no specific method has been established. The sub-committee is leaning toward a coordinated, rather than centralized, assessment system due to the limitations on the number of HMIS licenses and computers available to service providers.

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

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

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

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

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

#### CAPACITY & EXPERIENCE

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

#### NEED/EXTENT OF THE PROBLEM

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

### SOUNDNESS OF APPROACH

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

### **OUTPUTS**

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

### **ACCOMPLISHMENTS**

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

### LEVERAGING RESOURCES

- Public Sector Funding
- Private/Nonprofit Funding

### **ACHIEVING RESULTS & PROGRAM EVALUATION**

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

As discussed earlier within the Consultation Process section of this document, the results of the competitive process will be presented to the CoC, and the ESG/SHP/HMIS Subcommittee for input in March 2014.

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

The CoC has one formerly homeless person currently actively participating on the CoC. This representative is a member of a larger group of currently and formerly homeless advocates who meet monthly and whose input is brought to the CoC via the actively attending representative. The CoC will continue to work to gain input from this and other homeless community groups for all CoC projects. A Street Relief resources fair for the homeless, hosted by the Gospel Mission, was held in April 2013 which connected homeless persons to medical screenings, enrollment assistance, documentation replacements, emergency food and clothing, as well as for general resource and referral services. The CoC hopes to continue to help coordinate this event at-least once a year. The 2014 unsheltered homeless count was conducted on Thursday, January 30, 2014. Surveys conducted included comments from homeless persons on what services they needed most.

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

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

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

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

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

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

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

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

Stanislaus County staff consults and collaborates with the Stanislaus County CoC's committee in multiple ways. The CoC is made up of representatives from the City of Modesto, the City of Turlock, Housing Authority of the County of Stanislaus (HACS), Stanislaus County Behavioral Health and Recovery Services, Stanislaus County Child Support Services, housing service providers, social service providers, fair housing service providers, health service providers and homeless service providers. Announcements for all funding opportunities through the County are routinely advertised at the CoC meetings. A representative from the CoC participates on the panel which scores applications for the competitive CDBG Public Service and ESG grants. Additionally, draft ESG and CDBG Public Services funding recommendations will be presented to the CoC during their March 20, 2014 Housing Collaborative meeting for comment.

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

A more detailed consultation for how ESG funds are allocated and implemented occurs at the ESG/SHP/HMIS Sub-committee, which takes place monthly after the general CoC meeting. Over Fiscal Year 2013-2014 the sub-committee has worked hard to implement the revised ESG, SHP, and HMIS regulations, both in practice and in the HMIS system itself. In general, the Sub-committee has agreed that its goal is to develop coordinated intake and data collection processes that still maintain the flexibility to work for each individual or family's unique needs. Throughout Fiscal Year 2014-2015 the sub-committee has a goal to continue to work on refining a list of barriers that impede housing stability, on identifying and implementing a coordinated assessment process, on streamlining HMIS data entry, and on standardizing ESG Policies and Procedures. The sub-committee has an ultimate goal to utilize HMIS data to draw meaningful patterns of homelessness within the County which will allow for more effective targeting of homeless funds.

# INSTITUTIONS THAT MAY DISCHARGE PERSONS INTO HOMELESSNESS

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

#### **SERVICE PROVIDERS**

Consultation with public and private agencies that provide assisted housing, health services, and social services to determine what resources are available to address the needs of any persons that are chronically homeless was addressed via coordination with our local CoC.

## MEETING THE REQUIREMENTS OF 24 CFR §91.220

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

# **Overview of Program**

Funds are set aside to allow non-profit organizations and service providers to apply through a competitive process for an ESG Program grant. The ESG grant is intended for services provided to eligible Stanislaus Urban County residents. Applications were released on November 13, 2013 and were due for submittal December 13, 2013. Submitted applications were received by the Stanislaus County Planning and Community Development Department and reviewed and scored by a review team, consisting of a representative from each Stanislaus Urban County member, the Stanislaus County Chief Executive Office, and a representative from the Stanislaus County Continuum of Care (CoC). This year's grant applicants presented to the grant review team on January 15, and 16, 2014. Final recommendations regarding funds are provided below.

The ESG Program, formerly the Emergency Shelter Grant Program, is intended to supplement State, local and private efforts to improve the quality and number of emergency shelters and transitional facilities for homeless people as well as to provide case management and financial assistance to prevent homelessness and to permanently rehouse homeless persons. The U.S. Department of Housing and Urban Development (HUD) has issued an interim rule for the ESG Program. This rule amended the McKinney-Vento Homeless Assistance Act in accordance with the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), enacted into law on May 20, 2009. The interim rule establishes a list of eligible activities, and allows the local grantee, Stanislaus County (County), to select activities in accordance with its own community development objectives.

**Designed as a first step in a Continuum of Care plan of assistance**, the ESG program strives to address the immediate needs of persons residing on the street and needing emergency shelter and transitional housing, as well as assisting their movement to independent living. While flexible in terms of serving all homeless subpopulations and preventing persons from becoming homeless, ESG program legislation and implementing regulations do limit the types of activities and amounts of funds that can be spent on different activities. The following categories of eligible activities and applicable limitations are discussed in the Program Requirements section of these Guidelines:

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

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

While flexible, in terms of serving all homeless subpopulations and preventing persons from becoming homeless, the ESG program limits the types of activities and amounts of funds that can be spent on different activities. The following is a breakdown of Stanislaus County's ESG allocations for Fiscal Year 2012-2013, (these figures are subject to change based upon HUD's issuance of final HEARTH Act regulations and actual allocations):

# Total Fiscal Year 2014-2015 ESG award (estimate) = \$143,917

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

# **Program Eligibility**

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

Area Median Income (AMI) Levels:

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

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

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

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

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

- ➤ Homeless Prevention Services that provide housing relocation and stabilization and short- and/or medium-term rental assistance necessary to prevent an individual or family who fits under the "at-risk of homelessness" definition from becoming homeless; including:
  - Housing Relocation and Stabilization Services
    - Financial Assistance Costs (includes rental application fees, security deposits, last month's rent, utility deposits, utility payments, moving costs, services costs)
    - Housing Search and Placement (staff time spent assisting clients in locating, obtaining and retaining housing)
    - Housing Stability Case Management (Staff time spent assessing, arranging, coordinating, and monitoring the client's progress towards achieving housing stability)
    - Mediation (between the client and landlord)

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

# **ESG Monitoring**

Stanislaus County staff reviews quarterly ESG statistical tables, narratives, Request for Funds forms and budget printouts, which identify the total funds used/requested by each grantee during that reporting period. Stanislaus County staff verifies and cross-references the information on the quarterly budget activity reports. Monitoring visits are also scheduled quarterly by Stanislaus County staff for each grantee to ensure appropriate expenditure of funds (including match requirements). Monitoring will include on-site visits, review of records such as client files, financial records, and interviews with staff and project participants. On-site monitoring will include formal and advance notification of the visit; pre-visit preparation based on review of existing information, and clear conclusions and

recommendations provided to the grantee following the monitoring visit. As part of the ESG monitoring process invoices and accompanying receipts are reviewed for reimbursement eligibility. Once eligibility is confirmed, fifty percent (50%) of the costs related to the project are reimbursed. The sub-recipient in turn commits their dollar-to-dollar match by paying the remainder of the expenses from non-Federal sources.

### Fiscal Year 2014-2015 ESG Programs

The following lists the funding recommendations based on final application scoring results for Fiscal Year 2014-2015. Final funding awards will be based off of the actual award amount received from HUD for Fiscal Year 2014-2015:

#### **Stanislaus County**

### **ESG Program Administration**

\$12,868

ADMINISTRATION Funds - \$12,868

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

#### Children's Crisis Center

### Oakdale Respite Shelter Program

\$20,000

Shelter Essential Services - \$20,000

This program provides shelter opportunities and specialized care for an impoverished population of high risk infant and toddlers from the communities of Oakdale, Waterford, Valley Home Hickman, Empire, and Hughson. This project will offer emergency shelter and protective care to children, age newborn to 17 years, who are victims of domestic violence, familial abuse, and/or homelessness. This target population will consist of infants and children from families living in low income households, experiencing numerous social and economic challenges, who have undergone traumas stemming from exposure to domestic violence, substance abuse, poverty, mental illness or homelessness. They are likely to be frightened, suffering poor hygiene and displaying indications of disrupted development. Without intervention, these vulnerable children face an increased risk for serious abuse, neglect, chronic illness, developmental delays, emotional disturbance, mental health afflictions and future academic failures. This project will employ specialized caregivers to tend to each young child's physical, emotional and therapeutic needs. Caregivers will have advanced education and training in early child development, disaster preparedness, and crisis intervention. Caregivers will focus on early intervention, and developmental advancement. Behavioral screenings, health exams, and developmental assessments will be facilitated and administered on-site through this project.

#### **Community Housing and Shelter Services**

# Homeless Management Information System (HMIS)

\$15,000

HMIS - \$15,000

This project will involve HMIS data entry, running of HMIS reports, completing data analysis, providing training to other HMIS users and conducting outreach and engagement to encourage HMIS participation. This overall goal of this HMIS program is to improve HMIS data quality and participation and to create one new job within the Stanislaus Urban County. This funding will also be used to purchase HMIS user licenses if necessary. The data

technician placed in this position will rotate sites, performing data entry and other various HMIS tasks as needed.

HPRP Project \$17,044

Homeless Prevention Housing Relocation and Stabilization Services - \$4,261 Homeless Prevention Short-term Tenant-based Rental Assistance - \$12,783

Community Housing and Shelter Services (CHSS) will provide rental assistance and homeless prevention services aimed at helping families at imminent risk of losing their housing avoid eviction. Utilizing ESG funding, case managers work with families who are lacking resources and support networks and who are at high risk for becoming homeless to maintain and stabilize housing. All HPRP participants will be monitored by Case Managers who will determine family eligibility, assess housing barriers, develop a Housing Plan, offer rental assistance, provide life skills training, connect participants to potential employers, and track family progress towards goals outlined in their Housing Plan.

Santa Fe Project \$25,749

Shelter Essential Services - \$11,100 Shelter Operations - \$481 Rapid Re-housing Housing Relocation and Stabilization Services - \$3,634 Rapid Re-housing Short-term Tenant-based Rental Assistance - \$10,534

Community Housing and Shelter Services (CHSS) is leasing 8 units in a Migrant Camp in Empire, called Santa Fe House, from the Housing Authority of the County of Stanislaus, to allow Transitional Shelter for homeless families during the inclement winter months. In addition to shelter, this program will provide counseling and related public services that will assist the household in attaining permanent housing and new employment. After families exit Santa Fe House rental assistance will be provided as needed to assist the families to becoming stably housed. One of the main goals of the program is create pathways that lead to increased skills, wages and new job opportunities for low-income households participating in the program. The program intends to partner with the Alliance WorkNet to provide on the job training opportunities (OJT &/or Project YES) as the program participant's pursue permanent housing opportunities during the program stay.

#### **Family Promise**

#### Shelter for Homeless Families

\$17,000

Shelter Essential Services - \$14,000 Shelter Operations - \$3,000

Family Promise provides homeless families with a safe shelter where they can stay together during crisis. The program combines shelter with intensive case management which is uniquely focused to each family's needs and goals. The program provides overnight accommodations, a Day Center, showers, laundry facilities, phone and internet access and transportation to and from overnight shelter sites. Case management staff works closely with social service agencies in the community to support family goals and reduce duplication of services.

#### The Salvation Army

#### \*Emergency Shelter

\$18,000

Shelter Essential Services - \$18,000

The Salvation Army's Emergency Shelter is a cold-weather facility, offering emergency beds for homeless individuals who are unable to find shelter elsewhere. The facility provides up to 100 beds per night to homeless citizens throughout Stanislaus County. The Shelter's

target population is adult homeless persons who are over the age of 18 and without dependents. The Emergency Shelter exists to provide a warm, dry, and safe place for homeless persons to sleep each night. The ability to spend the night out of the bitter cold and rain offers hope and health to each homeless person who enters the shelter. The Emergency Shelter offers services to the un-served and underserved at-risk adults with preference to 1) ambulatory physically handicapped and/or 2) 50 years of age and older who is at greater risk being in the night elements, and are unable to access other shelter facilities that are not ADA compatible, and/or need night time machines for their health (i.e. breathing, etc.) and have an emergency need of shelter during the months the Winter Shelter is not in operation. Access to electric outlets is also available to these clients year round. Clients who show stability and a desire for a greater self-determination are eligible to enroll in the Salvation Army's transitional living program, providing an opportunity to move closer towards obtaining permanent housing.

#### We Care

#### Emergency Cold Weather Shelter

\$16,500

Emergency Shelter Operations - \$3,900 Emergency Shelter Essential Services - \$12,600

The We Care Program (WCP) Emergency Cold Weather Shelter serves chronically homeless men over the age of 18 throughout Stanislaus County. The WCP's Cold Weather Shelter has the capacity to shelter 34 homeless individuals a night during the worst part of the winter. The Shelter will operate from December 1, 2013 to March 31, 2014, seven days a week from 6:30 p.m. to 8:00 a.m. Nutritious meals are provided nightly by various churches, organizations, clubs, individual families, and CSU Stanislaus faculty and students.

#### Rapid Re-Housing Program

\$29,420

Rapid Re-housing Housing Relocation and Stabilization Services - \$10,920 Rapid Re-housing Medium-term Tenant-based Rental Assistance - \$15,000 Rapid Re-housing Short-term Tenant-based Rental Assistance - \$3,500

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

### COMMUNITY DEVELOPMENT

### Community Development Block Grant (CDBG)

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

### **Public Improvement & Facilities**

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

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

### **Public Services**

The Stanislaus Urban County has agreed to set aside approximately ten percent (10%) of its Fiscal Year 2014-2015 CDBG allocation, or \$213,906 to fund non-profit organizations under the Public Service Grant Program. Non-profit organizations and service providers may competitively apply for grants of up to \$20,000. The Stanislaus Urban County anticipates receiving \$171,581 in ESG Program funds that will be distributed to agencies that applied through a competitive grant process.

Grant applications were made available in a CDBG/ESG Technical Workshop held on November 13, 2013. Applications received were reviewed and scored by a committee consisting of a representative from each Stanislaus Urban County member, the Stanislaus County Chief Executive Office, and a representative from the Stanislaus County Continuum of Care (CoC). The recommendation for funding will be presented to the Board of Supervisors for approval on April 16, 2013 at a public hearing. The activities funded will further the goals and objectives of the CP.

#### **Annual Allocations**

On March 19, 2014, HUD announced the Fiscal year 2014-2015 official program allocations. CDBG allocations to each respective Stanislaus Urban County member are determined based on U.S. Census poverty and population data formula, after deducting administration, fair housing, and public service allocations from the original allocation. The ESG allocation is awarded, on a competitive basis, to non-profit homeless service providers to deliver support services to the homeless, and aid families who are at risk of becoming homeless.

The following is a summary of funding distribution among Urban County members and special programs based on the above specified allocation method.

Urban County Member	Activities	Administration	Total
Ceres	\$238,452	\$14,804	\$253,256
Hughson	119,264	14,804	134,068
Newman	135,435	14,804	150,239
Oakdale	149,435	14,804	164,239
Patterson	135,285	14,804	150,089
Waterford	124,205	14,804	139,009
Stanislaus County	595,270	313,988	909,258
Public Services	213,906		213,906
Fair Housing		25,000	25,000
FY 2014-2015 CDBG Total	\$1,711,252	\$427,812	\$2,139,064

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

It is anticipated that all projects included in this AAP will be implemented during this Fiscal Year 2014-2015. However, there may be some projects (e.g. extensive infrastructure) that may require funding from multiple years to complete the project. This is particularly the case now for most Urban County members as the State of California's elimination of Redevelopment Agencies, has forced the scale back on planned projects, or the stretching the projects over several phases to be carried out only with CDBG funds. It is expected that for these projects, at least preliminary work will begin in the year in which the projects are initially funded.

## Proposed CDBG Projects for Fiscal Year 2014-2015

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

### **Stanislaus County**

#### Stanislaus County-CDBG Program Administration

\$313,988

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

#### **Stanislaus County Infrastructure Projects:**

#### **Empire Storm Drain Project**

The Empire Storm Drain Project was initiated in Fiscal Year 2006-2007 as a Stanislaus County Redevelopment Agency (RDA) project with the intent to leverage CDBG funds and RDA resources (with RDA funds being the major funding source). This project was engineered and designed to build a "positive storm drain system" and as such, Phase 1A (the first phase of four phases) was completed in 2010, serving 80 parcels for approximately \$2.5 utilizing both CDBG and RDA funds. With the State of California's elimination of redevelopment agencies in 2011, Stanislaus County was left facing an incomplete project, with three remaining phases at an estimated cost of approximately \$12.4 million.

Because of the substantial cost to complete the remaining phases of this project, coupled with the limited funding opportunities for storm drain projects, CDBG funds alone are not adequate to continue the project without the community of Empire's financial contribution through a County Service Area (CSA) that would allow Stanislaus County to secure a loan to finance the project. Throughout Fiscal Year 2013-2014, Stanislaus County has been exploring different options that would allow the delivery of the remainder of the Empire Storm Drain Project at the most reasonable cost to the community.

A potential source that Stanislaus County has identified is United States Department of Agriculture (USDA) Rural Development's Water and Waste Disposal Loan and Grant program. However, in order for Stanislaus County to secure USDA loan funds to fund the construction of this project, it must develop a method to repay the loan acquired. Staff has determined that the most feasible method is the formation of a County Service Area (CSA) in the Empire community. This would entail implementing a Proposition 218 ballot measure for Empire residents to vote for or against assessing themselves for the purposes of contributing toward the project costs and costs of ongoing operation and maintenance of the improvements.

Public Works and Planning and Community Development staff have conducted several CSA analyses to provide an approximation of the monthly assessment amount each property owner would be required to pay based on estimated project costs and available funding. According to these estimates, staff has determined that Empire property owners would be faced with an assessment amount of about \$120 per month.

In an effort to identify a lower-cost effort, staff is exploring the possible alternative of a lower-cost Low Impact Development (LID) swale storm water drainage system.

During Fiscal Year 2014-2015 Stanislaus County will continue analyzing options that would allow Stanislaus County to continue with the original project design as well as conduct LID project design studies and engineer's report to determine LID project feasibility and cost. As part of effort, staff will conduct public outreach/education of the alternative LID system and work with USDA and/or other agencies to identify and secure the funding resources necessary for implementation of either option. Staff will work on developing the Prop 218 ballot measures for CSA formation for both the positive and LID system options

# Airport Sewer Project \$595,270 (additional funds from previous fiscal year will be allocated to this project)

The completion of the first Phase of the Parklawn Sewer Infrastructure Project took place in Fiscal Year 2013-2014 (fully funded with CDBG funds). Stanislaus County will construct the remaining phases of this project with the support from the California State Water Board during Fiscal Year 2014-2015. This will allow Stanislaus County to allocate Fiscal Year

2014-2015 CDBG funds to the next project ready for construction - the Airport Neighborhood Sewer Project.

The Airport Neighborhood is an unincorporated disadvantaged community on the southeast side of the City of Modesto with approximately four hundred eighty one residential (481) parcels that rely on septic tanks for treatment of sewage. The project is proposed in response to health and safety concerns associated with failing septic systems. The project scope will include the installation of a sewer system with approximately 23,000 linear feet of sewer main, a pump station (if necessary), and street overlays. The total cost of these improvements is approximately \$9.5 million. The system will allow for individual sewer connections and removal of existing septic systems and may provide an opportunity to connect commercial and industrial properties in the future. The new sewer infrastructure will connect into the City of Modesto's existing public sewer system.

Engineering and design was completed in Fiscal Year 2012-2013 for this project. In November 2013, City of Modesto voters approved Measure M, thereby approving the extension of sewer services to the unincorporated portion of the Airport Neighborhood.

Fiscal Year 2014-2015 CDBG funds will be utilized to follow the same model used with the Parklawn Infrastructure Project. Funds will be used to install a sewer "trunk-line" along Kerr Avenue as an initial phase. The Kerr Trunk Line Project is proposing to connect into the existing City sewer system on Oregon Drive and running northerly to Page Court. The project will consist of trunk line, fly line and associated manholes and sewer laterals. The project cost estimate is \$825,000. Unlike the Parklawn project, this initial phase will be available for use once constructed and not dependent on future project phases.

The map below outlines the trunk line and fly construction area:



Throughout Fiscal Year 2014-2015, Stanislaus County will also work on pursuing State Water Board CSWRB funds to fund the remainder of the project.

Once the project is completely constructed, neighborhood residents will be responsible for hooking up their residential property into the main line. Residential hook-up costs may range from \$3,000 to \$5,000, depending on individual project scopes and whether the work is conducted by the property owner or a licensed contractor. Stanislaus County has identified state and federal resources that may assist eligible residents with the costs to connect to sewer via low interest loans.

#### Fair Housing Program

\$25,000

Stanislaus County will contract with Project Sentinel, a HUD certified fair housing agency, throughout the 2014-2015 Fiscal Year to carry out its Fair Housing Program. Funds will be used to provide fair housing information, housing counseling and tenant/landlord mediation services to residents of the Stanislaus Urban County. Project Sentinel provides housing advocacy to the Stanislaus Urban County's members through community forums, town-hall meetings, and housing fairs.

#### **Economic Development**

Stanislaus County developed an economic development program which was included as part of the Fiscal Year 2012-2013 CDBG Annual Action Plan (AAP) approved by the Board of Supervisors on April 17, 2012. The plan proposed to create a partnership between Stanislaus County and the Alliance Worknet that would result in a job creation program. While the program was developed in accordance with guidance provided by HUD, the Stanislaus Urban County's local HUD representative does not believe the program qualifies as an eligible activity. The program was subsequently put on hold throughout Fiscal Year 2012-2013 due to discussions with HUD regarding the eligibility of proposed activities. None of the allocated funds for the Economic Development program have been spent.

Stanislaus County is in the process of identifying potential Economic Development activities with the assistance of HUD approved technical assistance (TA) providers. In developing a viable Economic Development program, Stanislaus County must ensure that all CDBG Economic Development standards are met. Stanislaus County expects to have an Economic Development program up and running by the beginning of Fiscal Year 2014-2015.

#### Neighborhood Revitalization Strategy Areas (NRSAs)

The NRSA's for the Parklawn and Airport Neighborhoods, approved by HUD in December 2012, cover a five (5) year period (Fiscal Years 2012-2017) during which Stanislaus County staff proposed to engage local non-profits with experience in implementing Revitalization Strategy (RS) activities, including but not limited to experience with developing Community Development Based Organizations (CDBOs). The ultimate objective of the RS is to empower low-income residents through a targeted approach aimed at revitalizing the neighborhoods by investing resources that will improve/add housing stock, provide economic development opportunities through job creation, install needed infrastructure, and provide public services.

The following provides a comparison of the goals and actual achievements for the first two years (2012-2014) as well as the goals for Fiscal Year 2014-2015 for the Airport and Parklawn NRSA:

#### AFFORDABLE HOUSING PRODUCTION/RETENTION

Goal: Major Rehabilitation and/or Unit Replacement

- 4 Units Below 50% AMI
- 4 Units Below 80% AMI

**Actual achieved:** Stanislaus County has acquired two vacant lots in the Parklawn Neighborhood. Stanislaus County will build affordable housing units for low-income families utilizing NSP Program funds. One unit was acquired in the Airport Neighborhood and will be rehabilitated and sold to a low income first time home buyer.

Fiscal Year 2014-2015 Goal: Major Rehabilitation and/or Unit Replacement

4 Units – Below 80% AMI

#### JOB CREATION

#### Goal: Job placement for low-income Airport and Parklawn residents

• 8 Jobs – 51% Below 80% AMI (One position will serve as the CBDO liaison between the community and County government)

Actual achieved: No job placement has occurred due to the Economic Development Program still being under construction. The approved NRSAs included funding for a staff a coordinator position that was to undertake the task of identifying and developing CBDOs within the Airport and Parklawn Neighborhoods. However, after beginning the implementation of the year one (1) goal of the NRSAs, County staff determined that this position would be most appropriate for current County staff who already have a working knowledge of what is involved in the certification of a CBDO. Throughout year two (2), County staff acted as a liaison between residents within the target communities, government agencies, and other RS participants to develop a non-profit organization that will become a CBDO in the Airport and Parklawn neighborhoods. County staff also coordinated these efforts with local community groups such as the Municipal Advisory Council (MAC), neighborhood associations within these target areas, the City of Modesto Community Development staff, and HUD staff.

Fiscal Year 2014-2015 Goal: Airport and Parklawn residents will be provided job placement assistance through case management staff from Healthy Start FRC and the Ceres Partnership for Healthy Children through Fiscal Year 2014-2015 CDBG Public Services funds. The goal is to place four (4) unemployed Airport or Parklawn residents into jobs. Additional job placement is anticipated to take place after the Economic Development program is finalized and begins implementation.

#### **INFRASTRUCTURE**

#### Goal:

- Complete Planning, Engineering, and Design for the Sewer Infrastructure Projects
- Complete the construction of sewer main line infrastructure project for the Parklawn Neighborhood.
- Airport Neighborhood Measure M vote on ballot. The City of Modesto's Citizens
  Advisory Growth Management Act of 1995 (commonly known as "Measure M")
  requires an advisory election as provided by California Elections Code section 9603,
  before the city council approves, authorizes, or appropriates funds for extension of
  sewer services.

**Actual achieved:** Planning, engineering, and design for both Airport and Parklawn Sewer projects was completed in October 2012. Stanislaus County completed Phase I construction of the Parklawn Sewer Infrastructure Project on June 2013. Phase I was completely funded with CDBG funds. In November 2013, City of Modesto voters approved Measure M, thereby approving the extension of sewer services to the unincorporated portion of the Airport Neighborhood.

**Fiscal Year 2014-2015 Goal:** Stanislaus County is currently in the final stages in securing a 100% loan forgiveness via the State of California Water Resources Control Board's Clean Water State Revolving Fund (CWSRF) to entirely fund the construction of the remaining phases of the project. Final funding agreements are anticipated to be executed by the end

of the current fiscal year. Stanislaus County expects to construct the remainder of this project in Fiscal Year 2014-2015.

Stanislaus County will use Fiscal Year 2014-2015 CDBG funds to finance a first phase of the Airport Neighborhood Sewer Project.

#### **Public Services**

#### Goal:

- Secure a non-profit to provide for the development of a Community Based Development Organization (CBDO)
- Job education training (workforce development).
- Provide rapid rehousing services.
- Secure a non-profit to provide senior services.
- Secure a non-profit to provide at risk youth services/programs

**Actual achieved:** Due to the complexity of identifying and certifying a CBDO, Goal 2.4 of the NRSA which is to enhance existing, and introduce new, public services that will allow the Airport and Parklawn Neighborhoods to realize the dream of a stable environment, will be addressed in Fiscal Year 2014-2015 through the implementation of public service programs (not to exceed the 15% public service cap limit for Fiscal Year 13-14). Urban County staff worked with community members from both neighborhoods throughout the year to continue to explore the possibility of the formation of a Community Based Development Organization (CBDO). However the capacity required for becoming a CBDO exceeds that which is currently present in any of the existing neighborhood organizations.

**Fiscal Year 2014-2015 Goal:** Staff will continue to work with members of both communities to explore this further throughout the 2014-2015 Fiscal Year. The following provides a summary of their public service projects to be provided in the Airport and Parklawn Neighborhoods throughout the next fiscal year:

#### **Orville Wright Elementary**

#### Airport Neighborhood Healthy Start FRC

\$10,000 (previous year funds)

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

#### **Parent Resource Center**

#### Airport Neighborhood Partnership

\$10,000 (previous year funds)

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

#### **Center for Human Services**

# Ceres Partnership for Healthy Children Parklawn Program (previous year funds)

\$20,000

CHS through their Ceres Partnership for Healthy Children (CPHC) Program will provide case management services, job search and placement assistance and recreational scholarships to low-income families residing in the Parklawn neighborhood.

#### Stanislaus County-CDBG Program Income

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

### **City of Ceres**

#### **Project Administration**

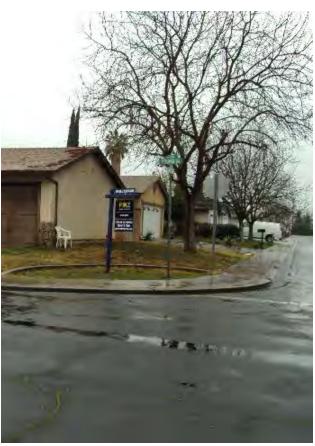
\$14,804

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

#### **ADA Infill Infrastructure Project**

\$238,452

The City of Ceres will install ADA compliant handicap ramps in the Morrow Tract, San Ramon Estates #2 and Palm Estates areas. A majority of these areas have no handicap ramps. In areas where they do exist, the ramps are very old and do not meet current ADA requirements. The project will result in the installation of approximately 60 ADA compliant ramps with minor sidewalk repairs where needed and required.





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

### City of Hughson

#### **Project Administration**

\$14,804

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

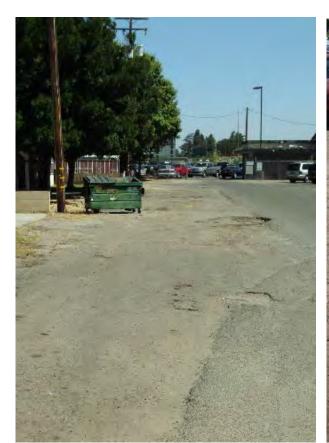
The City of Hughson is limited as to conducting Low-Moderate Area (LMA) based activities/projects due to 2010 census data. The 2010 Census data shows many areas of the City not meeting LMA requirements. The data does not reflect the conditions in many of these incorporated residential areas of the City of Hughson that lack basic infrastructure, resulting in obvious blight.

In Fiscal Year 2013-2014, Stanislaus County submitted a survey method tool to the local HUD field office to conduct door-to-door surveys of two project areas. The tool was approved in January 2014 with minor adjustments. The survey results will provide the information necessary to determine CDBG LMA project eligibility. If determined eligible the City of Hughson will undertake the following projects:

#### **Hughson Avenue Sidewalk Infill Project:**

\$119,264

The Hughson Avenue Sidewalk Infill project is located within an area that does not meet LMA requirements for CDBG activities according to 2010 Census data. This is an area proposed to be surveyed under the pending survey format. The project will include sidewalk infill, curb, gutter, an ADA ramp and storm drainage improvements. Street paving will be constructed as necessary.



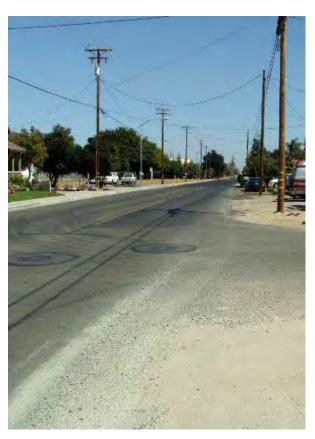


Photos reflect the Hughson Avenue Sidewalk Infill project area in need of curb, gutter, storm drain, sidewalk, ADA ramp and incidental street repaving.

#### Fox Road Sidewalk Infill Project

The Fox Road Sidewalk Infill project is also located within an area that does not meet LMA requirements for CDBG activities and is also an area proposed to be surveyed under the pending survey format. The project will include the infill of missing sidewalk sections and install storm drainage improvements as necessary. The project will be located on the south side of Fox Road between Tully Road and Charles Street.





# **City of Newman**

#### **Project Administration**

\$14,804

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

#### Water Line Infrastructure Project - Phase II Construction

\$115,000

The City of Newman will begin construction of its Water Line Infrastructure Project in Fiscal Year 2014-2015. The project will replace existing water lines and outdated hydrants in various sections of the CDBG eligible project area. Current lines and hydrants are non-compliant and pose a potential health and safety issue. Phase III will consist of the final phase of construction of said improvements.

#### Inyo Avenue Infrastructure Project (Engineering)

\$20,435

The City of Newman will also undertake a new infrastructure project consisting of the infill installation and repair of curb, gutter and sidewalk and street repair and overlay for a street within its CDBG eligible area. The project will be on the north side of Inyo Avenue, from P Street to Merced Street. This phase of the project will provide engineering of the project.





# **City of Oakdale**

#### **Project Administration**

\$14,804

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

#### <u>Davitt Avenue Infrastructure Project – Phase II</u>

\$149,435

The City of Oakdale will continue construction of the Davitt Avenue Phase II project. Due to higher project costs that anticipated, the City of Oakdale was forced to split the project into several phases. Phase II was been split into two parts. The first part has been completed using Fiscal Year 2013-2014 funds. The next part of Phase II will be funded using Fiscal Year 2014-2015 funds. The construction will consist of water and sewer line replacement and installation of curb, gutter and sidewalks along Davitt Road from West J Street to the north and ends at the Burlington Northern Santa Fe Railroad right-of-way to the south.





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

### **City of Patterson**

#### **Project Administration**

\$14,804

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

#### Fifth Street Infrastructure Project

\$135,285

In Fiscal Year 2014-2015, the City of Patterson will begin construction on the first phase of the 5th Street Infrastructure Project. Depending on funding availability and project cost, this project may need to be further phased. The project will consist of water main replacement of water main and installation of curb, gutter, storm drain, sidewalks, and street repaving. The project is located on 5th Street and is bounded by E Street to the north and C Street Sperry Avenue to the south, and is part of the greater Downtown Infrastructure Improvements Project.





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

### **City of Waterford**

#### Project Administration

\$14,804

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

#### La Gallina Avenue Infrastructure Project

\$124,205

The City of Waterford will begin the first construction phase of the La Gallina Avenue Infrastructure project for Fiscal Year 2014-2015. The project has experienced delays over the past fiscal year as the City of Waterford has been working with the Modesto Irrigation District (MID) to strategize a relocation plan for utility poles located in the project area.

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



Photos reflect the La Gallina Avenue Infrastructure project area in need of curb, gutter, storm drain, and sidewalk.

#### Workforce/Economic Development Program

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

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

This program is approximately 70% complete.

## CDBG Public Service Grant Program

### CDBG Public Service Program Overview

The CDBG Stanislaus Urban County Public Service Grant Program will distribute approximately \$213,906 to eligible non-profits and agencies for public service programs throughout the participating jurisdictions of the Stanislaus Urban County. To be eligible for CDBG funds, a project must first meet one of the three National Objectives of the CDBG Program. They are established by the U.S. Department of Housing and Urban Development (HUD). These objectives are: 1) Directly benefit low and moderate income people; 2) Prevent or eliminate slum and blight conditions; or 3) Meet a particular urgent community development need. (The last objective is generally considered by HUD to mean an unusual condition posing an immediate threat to health and welfare such as an earthquake or other natural disaster.) HUD has established a list of eligible activities, and allows the local grantee, Stanislaus County, to select activities in accordance with its own community development objectives.

Public services include, but are not limited to: job training, child care, drug abuse counseling and treatment, services for senior citizens, health care, recreation programs,

energy conservation counseling, services for homeless persons, education programs, public safety services, and fair housing counseling.

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

Applications for funding were released on November 13, 2013 and were due December 13, 2013. Submitted applications were reviewed and scored by a team consisting of a representative from each Stanislaus Urban County member, the Stanislaus County Chief Executive Office, and a representative from the Stanislaus County Continuum of Care (CoC). This year's grant applicants presented their proposals to the grant review team on January 15 and/or January 16, 2014.

### **Public Service Program Grantees**

The following is a summary of the public service programs, who after going through a competitive grant application process, have been recommended for Fiscal Year 2014-2015 CDBG Public Services funding (final recommendations are subject to final HUD grant allocations):

#### **American Red Cross**

#### Emergency Response Shelter Services

\$9,072

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

#### **Court Appointed Special Advocates (CASA)**

Direct Services \$9,607

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

#### **Center for Human Services**

#### Ceres Partnership for Healthy Children

\$16,000

CHS in partnership with Ceres Partnership for Healthy Children (CPHC) will provide emergency assistance (food, clothing, utility assistance, baby supplies, transportation vouchers, hygiene needs) to low-income families from the Ceres area through their Concrete Support in Times of Need Program. CPHC's Family Resource Center provides case management services to families referred from Ceres Unified School District, Ceres Public Safety, Community Services Agency, local businesses, 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, Cal Fresh, Temporary Assistance for Needy Families, WIC and other community programs.

#### Oakdale Family Resource Center

\$14,000

CHS will assist residents and families from Oakdale, Valley Home and Knights Ferry who need assistance with utility bills, food, clothing, temporary shelter and mental health or 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. The goal is to increase each resident's capacity to become a healthy and productive member of the Eastside community by providing concrete support for basic and emergency needs.

#### Westside Family Resource Center

\$14,000

The Patterson and Newman Family Resource Centers will provide brief case management and crisis intervention, utility assistance, emergency food, and resource and referral services for low-income families in need residing on the Westside 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 assistances. Families and individuals in need of emergency food can 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.

#### Children's Crisis Center

#### Ceres Respite Shelter Program

\$15,000

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

#### **Healthy Aging**

#### Young at Heart Program

\$16,000

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

#### **Howard Training Center**

#### Senior Meals Program

\$14,000

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

#### The Salvation Army

#### Child Development Program

\$14,000

The Salvation Army Child Development Center in Modesto provides early childhood education and care for at-risk low-income children ages 2 – 6 years of age. The program can serve up to 60 children per day and operates year-round from 6:45 am TO 5:30 pm Monday thru Friday. Children are guided through group and individual learning. Indoor and outdoor activities help the children to develop physically, emotionally, academically, and socially.

#### Homeless Meals Program

\$12,805

The Salvation Army's Homeless Meals Program provides hot meals to Stanislaus County's low-income families, seniors, and homeless individuals on a daily basis. Each morning, Monday through Friday, the kitchen manager/cook and staff begin preparing the Noon Meals Program designed to feed the homeless and low income individuals who are in need of a meal. During the preparation of this program, the Cook also prepares 25 noon meals for clients who are "at home" and not out of the facility for work, school, or other activities. More than 30,000 meals are served yearly.

#### Salvation Army Red Shield

#### Tutoring & Mentoring Program

\$19,812

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

#### **Second Harvest Food Bank**

#### Food Assistance Program

\$12,805

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

#### Food 4 Thought Program

\$18,000

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

#### **United Samaritans Foundation**

#### Hughson Mobile Lunch Truck

\$12,805

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

#### We Care

#### Emergency Cold Weather Shelter

\$16,000

The We Care Program (WCP) Emergency Cold Weather Shelter serves chronically homeless men over the age of 18 throughout Stanislaus County. The WCP's Cold Weather Shelter has the capacity to shelter 34 homeless individuals a night during the worst part of the winter. The Shelter will operate from December 1, 2013 to March 31, 2014, seven days a week from 6:30 p.m. to 8:00 a.m. Nutritious meals are provided nightly by various churches, organizations, clubs, individual families, and CSU Stanislaus faculty and students.

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

### Providing Decent Housing

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

#### Neighborhood Stabilization Program (NSP)

The Stanislaus Urban County will continue the implementation of the NSP to increase affordable housing stock within Stanislaus County. This program is designed to acquire foreclosed properties within the Stanislaus Urban County areas and provide safe and decent affordable housing to eligible households, either through rental programs for families at or below 50% of the AMI or purchase for families at or below 120% of AMI.

In Fiscal Year 2014-2015, Stanislaus County will develop a program that will allow Stanislaus County to use NSP Program Income to fund the removal of blighted, dangerous buildings in NSP target areas. NSP staff will be working with Stanislaus County's Building Division staff to remove buildings that have been identified as blighted and a nuisance to NSP target areas. This activity is eligible under NSP eligible use D, demolition of blighted structures. This activity will be added to the Stanislaus Urban County NSP 1 and NSP 3 Action Plans through a substantial amendment to each plan. The substantial amendments will be processed independently of this Annual Action Plan.

#### <u>Community Development Block Grant - Recovery (CDBG-R)</u>

In Fiscal Year 2009-2010, Stanislaus County was awarded \$669,134 in CDBG-R Program funding under the American Recovery and Reinvestment Act (ARRA) of 2009. Following the intent of the Recovery Act, Stanislaus County's CDBG-R funds were utilized to modernize and improve energy efficiency and expand educational opportunities within the housing industry. These services are being provided in the form of rehabilitation or retrofitting of NSP acquired units with solar systems and other related energy efficiency improvements. These improvements have assisted those impacted by the recession by reducing their energy costs and foster energy independence for first time home buyers.

A total of twenty eight (28) NSP housing units were retrofitted with energy efficiency weatherization improvements and a total of twenty-seven (27) units have also been retrofitted with photovoltaic solar systems.

In Fiscal Year 2012-2013, Stanislaus County resumed the program expending 100% of program funds. The program generated revolving loan funds which will be used for the same activity until all funds are exhausted. The program has generated over \$100,000 in revolving loan fund program income. This program will continue to contribute to the efforts of Stanislaus County to increase decent and affordable housing stock within Stanislaus County.

#### **Emergency Solutions Grant Program**

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

### Anti-Poverty Strategy

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

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

- ➤ Cal-WORKS, a program implemented and administered by the Stanislaus County Community Services Agency, is designed to place former recipients of Aid to Families with Dependent Children in employment that ultimately weans the participant from public assistance. This program mandates work activity to those receiving the assistance.
- Stanislaus County expanded the program to include other fields by creating a new work experience program in partnership with the Department of Employment and Training. In collaboration with the West Modesto King Kennedy Collaborative Stanislaus County has implemented a grass roots outreach and recruitment, case management and basic skills training within income eligible communities of County and City of Modesto residents.
- The first component consists of construction and building industry curriculum and training. The training involves general education, literacy courses, employment skills and direct training experience in the construction industry. The second component is hands-on work experience for the students enrolled in the program at Habitat for Humanity construction sites and other local construction. Students are provided the opportunity to learn about plumbing, wiring and other construction skills at designated sites with experienced instructors, and other professionals of the trade. The third component, the Small Contractors Center serves as a resource center to building contractors who are interested in assistance with meeting bonding, insurance, bidding, and licensing requirements. The program as a whole has been extremely successful in placing program graduates with various companies that use building trade's apprentices and professionals.
- Stanislaus County CDBG funded public services providers refer clients to the Alliance Worknet, which provides a wide range of employment and training services to the community through various programs under the Federal Workforce Investment Act (WIA). The Alliance is overseen by two separate entities: the Stanislaus County Board of Supervisors and the Stanislaus Economic Development and Workforce Alliance Board (Alliance). The primary function of the Alliance is to increase the readiness of the local workforce to accept employment opportunities.
- > The Stanislaus Urban County will continue to partner with the Alliance Worknet and MJC in the creation and provision of programs that provide training and employment opportunities for low and moderate income individuals such as the CDBG-R funded program through which displaced workers are being trained in green jobs and assisted in obtaining competitive jobs within the field.

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

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

The Alliance offers these programs: Technical Assistance, Training and Education, and Loan Programs. This organization also offers confidential, one-on-one counseling to businesses needing assistance in a variety of areas, and a small business center that offers a wide variety of training seminars and conferences for the business community throughout the year.

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

# **CERTIFICATIONS**

- A. Affirmatively Further Fair Housing; Anti-displacement and Relocation Plan; Drug Free Workplace; Anti-Lobbying (pp. 86-87)
- B. Specific CDBG Certifications (pp. 88-89)
- C. Specific HOME Certifications (pp. 90)
- D. ESG Certifications (pp. 91-92)
- E. Appendix to Certifications (pp 93-94)

#### CERTIFICATIONS

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

Affirmatively Further Fair Housing -- The jurisdiction will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential antidisplacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It will or will continue to provide a drug-free workplace by:

- 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- Establishing an ongoing drug-free awareness program to inform employees about -
  - (a) The dangers of drug abuse in the workplace;
  - (b) The grantee's policy of maintaining a drug-free workplace:
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
- 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will -
  - (a) Abide by the terms of the statement; and
  - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction:
- 5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, haw enforcement, or other appropriate agency;
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.

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

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

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

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

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

Signature/Authorized Official	Date
Director, Planning & Commu	nity Development
Title	

#### Specific CDBG Certifications

The Entitlement Community certifies that:

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

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

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

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

- Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it certifies that it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include activities which the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available);
- 2. Overall Benefit. The aggregate use of CDBG funds including section 108 guaranteed loans during program year(s) 2012, 2013, 2014 (a period specified by the grantee consisting of one, two, or three specific consecutive program years), shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period;
- 3. <u>Special Assessments</u>. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds including Section 108 loan guaranteed funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

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

Excessive Force -- It has adopted and is enforcing:

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

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

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

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

Lead-Based Paint Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, subparts A, B, J, K and R:
Compliance with Laws It will comply with applicable laws.
Signature/Authorized Official Date

Director, Planning & Community Development Title

#### Specific HOME Certifications

The HOME participating jurisdiction certifies that:

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

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

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

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

Signature/Authorized Official	Date
Director, Planning & Comm	nunity Development

#### **ESG Certifications**

The Emergency Solutions Grants Program Recipient certifies that:

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

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

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

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

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

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

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

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

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

facilities, foster care or other youth facilities, or corre- prevent this discharge from immediately resulting in h	ction programs and institutions) in order to
Signature/Authorized Official	Date
Director, Planning & Community Development Title	

#### APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

#### A Lobbying Certification

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

#### B. <u>Drug-Free Workplace Certification</u>

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

 · <del>-</del>		 	
 	 	 . <u>-</u>	
	 _	 	

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

7. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C, 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of noto contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

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

## Appendix A -

- A. Stanislaus Urban County Summary of Specific Annual Objectives for Fiscal Year 2014-2015 (pp. 96-99)
- B. Summary of Specific Annual Objectives for Fiscal Year 2014-2015 CDBG
   Public Service Program Grantees (pp. 100-103)
- C. Summary of Specific Annual Objectives for Fiscal Year 2014-2015 ESG Grantees (pp. 104-105)

#### STANISLAUS COUNTY

	Sources of Funds	Performance Indicators	Year	Number	Actual Number	Percent Completed
ailability/Accessibility of Suitable Living	Environment					
dress the need for sewer infrastructure	CDBG	1. Number of households with	2012			
provements in the Airport Neighborhood.	\$595,270	access to infrastructure	2013			
A		improvements (511)	2014	2,000		
		2. Number of residents				
		impacted by infrastructure				
		improvements (2,000).	GOAL			
r Housing Activities (Subject to 20% Adu	min Cap)					
dress the need to affirmatively further	CDBG	Number of individuals	2012			
housing through fair housing	\$25,000	receiving information and	2013	255		
orcement, fair housing awareness, and		referral services; and	2014	255		
ising counseling.		2. Number of individuals				
		benefitting from fair housing				
		enforcement.	GOAL			
d	r Housing Activities (Subject to 20% Aduress the need to affirmatively further housing through fair housing	r Housing Activities (Subject to 20% Admin Cap) tress the need to affirmatively further housing through fair housing wareness, and	tress the need for sewer infrastructure rovements in the Airport Neighborhood.  1. Number of households with access to infrastructure improvements (511)  2. Number of residents impacted by infrastructure improvements (2,000).  1. Number of households with access to infrastructure improvements (2,000).  1. Number of individuals receiving information and referral services; and sing counseling.  2. Number of individuals benefitting from fair housing	tress the need for sewer infrastructure rovements in the Airport Neighborhood.  S595,270  1. Number of households with access to infrastructure improvements (511)  2. Number of residents impacted by infrastructure improvements (2,000).  GOAL  Thousing Activities (Subject to 20% Admin Cap)  Are stress the need to affirmatively further housing through fair housing orcement, fair housing awareness, and sing counseling.  CDBG  1. Number of households with access to infrastructure improvements (2,000).  GOAL  1. Number of individuals receiving information and referral services; and 2013  2013  2014  2015  2016  2017  2018  2019	tress the need for sewer infrastructure rovements in the Airport Neighborhood.  S595,270  1. Number of households with access to infrastructure improvements (511) 2. Number of residents impacted by infrastructure improvements (2,000).  F Housing Activities (Subject to 20% Admin Cap)  Iteress the need to affirmatively further housing through fair housing orcement, fair housing awareness, and sing counseling.  S25,000  1. Number of households with access to infrastructure improvements (2,000)  F Housing Activities (Subject to 20% Admin Cap)  1. Number of individuals receiving information and referral services; and 2013 255 2. Number of individuals benefitting from fair housing	Tress the need for sewer infrastructure rovements in the Airport Neighborhood.  S595,270  1. Number of households with access to infrastructure improvements (511) 2. Number of residents impacted by infrastructure improvements (2,000).  F Housing Activities (Subject to 20% Admin Cap)  Iters the need to affirmatively further housing through fair housing wareness, and sing counseling.  S25,000  1. Number of households with access to infrastructure improvements (511) 2014 2,000  GOAL  1. Number of individuals receiving information and referral services; and 2013 2. Number of individuals benefitting from fair housing

CITY OF CERES

Specific Obj. #	Outcome/Objective Specific Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
SL-1	Availability/Accessibility of Suitable Living	Environment					
SL-1.1	Address the need for infrastructure	CDBG	1. Number of households with	2012			
City of Ceres	improvements in the low income residential	\$238,452	access to infrastructure	2013			
ADA Infill	area/s of Ceres. Improvements will consist		improvements ( 245 )	2014	1,020		
Infrastructure	of instalation of curb, gutter, sidewalks,		2. Number of residents				
Project	ADA accessible curb cuts, and storm drain		impacted by infrastructure	Land			
	improvements where these facilities do not exist or in need of replacement.		improvements (877).	GOAL			

#### CITY OF HUGHSON

Outcome/Objective Specific Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
Availability/Accessibility of Suitable Living	Environment					
Address the need for infrastructure	CDBG	1. Number of households with	2012			
improvements in the low income residential	\$100,000	access to infrastructure	2013			
areas of the City of Hughson.		improvements (71)	2014	100		
			5.00			
			r i			
		improvements (250).	GOAL			
ADA accessione care care as necessar.						1
Address the need for infrastructure	CDBG	1. Number of households with	2012	2001		
improvements in the low income residential	\$19,264	access to infrastructure	2013			
		improvements (71)	2014	300		
			GOAL			
ADA accessible cuib cuis as needed.		improvements (250).				
	Availability/Accessibility of Suitable Living Address the need for infrastructure improvements in the low income residential areas of the City of Hughson. Improvements will consist of installation of curb, gutter, storm drain, sidewalks, and ADA accessible curb cuts as needed.	Availability/Accessibility of Suitable Living Environment  Address the need for infrastructure improvements in the low income residential areas of the City of Hughson.  Improvements will consist of installation of curb, gutter, storm drain, sidewalks, and ADA accessible curb cuts as needed.  Address the need for infrastructure improvements in the low income residential areas of the City of Hughson.  Improvements will consist of installation of curb, gutter, storm drain, sidewalks, and	Availability/Accessibility of Suitable Living Environment  Address the need for infrastructure improvements in the low income residential areas of the City of Hughson.  Improvements will consist of installation of curb, gutter, storm drain, sidewalks, and ADA accessible curb cuts as needed.  Address the need for infrastructure improvements (250).  Address the need for infrastructure improvements (250).  Address the need for infrastructure improvements in the low income residential areas of the City of Hughson.  Improvements will consist of installation of curb, gutter, storm drain, sidewalks, and  CDBG  1. Number of households with improvements (250).  CDBG  1. Number of residents improvements (250).	Specific Objectives  Availability/Accessibility of Suitable Living Environment  Address the need for infrastructure improvements in the low income residential areas of the City of Hughson.  Improvements will consist of installation of curb, gutter, storm drain, sidewalks, and ADA accessible curb cuts as needed.  Address the need for infrastructure improvements (250).  Address the need for infrastructure improvements in the low income residential areas of the City of Hughson.  Improvements in the low income residential areas of the City of Hughson.  Improvements will consist of installation of curb, gutter, storm drain, sidewalks, and  Address the need for infrastructure improvements (250).  Address the need for infrastructure improvements (250).  CDBG  1. Number of households with improvements (250).  GOAL  S19,264  access to infrastructure improvements (71)  2. Number of households with access to infrastructure improvements (71)  2. Number of residents improvements (71)  2. Number of residents improvements (71)  2. Number of residents improvements (71)  3. Number of households with access to infrastructure improvements (71)  3. Number of households with access to infrastructure improvements (71)  3. Number of households with access to infrastructure improvements (71)  3. Number of households with access to infrastructure improvements (71)  3. Number of households with access to infrastructure improvements (71)  3. Number of households with access to infrastructure improvements (71)  3. Number of households with access to infrastructure improvements (71)  3. Number of households with access to infrastructure improvements (71)  3. Number of households with access to infrastructure improvements (71)  3. Number of households with access to infrastructure improvements (71)  3. Number of households with access to infrastructure improvements (71)  3. Number of households with access to infrastructure improvements (71)  3. Number of households with access to infrastructure improvements (71)  3. Number of households wi	Specific Objectives  Availability/Accessibility of Suitable Living Environment  Address the need for infrastructure improvements in the low income residential areas of the City of Hughson.  Improvements will consist of installation of curb, gutter, storm drain, sidewalks, and ADA accessible curb cuts as needed.  Address the need for infrastructure improvements (250).  Address the need for infrastructure improvements (250).  Address the need for infrastructure improvements in the low income residential areas of the City of Hughson.  Improvements will consist of installation of curb, gutter, storm drain, sidewalks, and  Improvements will consist of installation of curb, gutter, storm drain, sidewalks, and  Improvements (71)  Improvements will consist of installation of curb, gutter, storm drain, sidewalks, and  Improvements (71)  Improvements will consist of installation of curb, gutter, storm drain, sidewalks, and  Improvements (71)  Improvements will consist of installation of curb, gutter, storm drain, sidewalks, and	Specific Objectives  Sources of Funds  Performance Indicators  Year  Number  Number  Number  Availability/Accessibility of Suitable Living Environment  Address the need for infrastructure improvements in the low income residential areas of the City of Hughson.  Improvements will consist of installation of curb, gutter, storm drain, sidewalks, and ADA accessible curb cuts as needed.  Address the need for infrastructure improvements (250).  Address the need for infrastructure improvements in the low income residential areas of the City of Hughson.  Improvements will consist of installation of curb, gutter, storm drain, sidewalks, and  Address the need for infrastructure improvements in the low income residential areas of the City of Hughson.  Improvements will consist of installation of curb, gutter, storm drain, sidewalks, and  Availability/Accessibility of Suitable Living Environment  CDBG  1. Number of households with improvements (250).  CDBG  1. Number of households with access to infrastructure improvements (250).  GOAL  2012  400  400  400  400  400  400  40

#### **CITY OF NEWMAN**

Specific Obj. #	Outcome/Objective Specific Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
SL-1	Availability/Accessibility of Suitable Living	Environment					
SL-1.1	Address the need for infrastructure	CDBG	1. Number of households with	2012			
City of Newman	improvements in the low income residential	\$115,000	access to infrastructure	2013			
Water Line	areas of the City of Newman.		improvements (90)	2014	500		
Infrastructure	Improvements will consist of replacement of						
	Project old water lines and outdated fire hydrants.  The first phase will consist of engineering design for the project.						
Tiojout				GOAL			
City of Newman	Address the need for infrastructure	CDBG	Number of residents benefitting	2012			
Inyo Avenue	improvements in the low income residential	\$20,435	from an improved sutiable living	2013			
Infrastructure	areas of the City of Newman.		environment as a result of	2014	200		
Project	Improvements will consist of the installation		infrastructure improvements.				
Troject	of curb, gutter, storm drain, sidewalks, ADA		mirabitactate improvement.				
accessible curb cuts, and street repaving.			GOAL				
	accessione curb cuts, and street repaying.						
							-

#### CITY OF OAKDALE

Specific Obj. #	Outcome/Objective Specific Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
SL-1	Availability/Accessibility of Suitable Living	Environment					
City of Oakdale	Address the need for infrastructure	CDBG	1. Number of households with	2012			
Davitt Avenue	improvements in the low income residential	\$149,435	access to infrastructure	2013			
Infrastructure Phase	areas of the City of Oakdale. Improvements		improvements (48)	2014	200		7
II	will consist of water and sewer main		2. Number of residents				
	replacement, and installation of curb, gutter,		impacted by infrastructure				
	sidewalk, ADA accessible ramps, storm		improvements (200).	GOAL			
	drain improvements, and street repaying.		maps of section (Coop).				

CITY OF PATTERSON

Specific Obj. #	Outcome/Objective Specific Objectives Availability/Accessibility of Suitable Living	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
City of Patterson Fifth Street Infrastructure	Address the need for infrastructure improvements through the replacement of water main and installation of curb, gutter, and storm drainage.	CDBG \$135,285	Number of households with access to infrastructure improvements     Number of residents impacted by infrastructure improvements.	2012 2013 2014 GOAL	500		

#### CITY OF WATERFORD

Specific Obj. #	Outcome/Objective Specific Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
SL-1	Availability/Accessibility of Suitable Living	Environment					
City of Waterford	Address the need for infrastructure	CDBG	1. Number of households with	2012			
La Gallina	improvements in the low income residential		access to infrastructure	2013			
Infrastructure	area of Waterford. Improvements will		improvements (63)	2014	217	4	
Project	consist of instalation of curb, gutter,		2. Number of residents				
3,3	sidewalks, ADA accessible curb cuts, storm		impacted by infrastructure				
	drain, and street construction.		improvements (217).	GOAL			-

Specific Obj. #	Outcome/Objective Specific Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
SL-1	Availability/Accessibility of Suitable Living	Environment					
SL-1.1 American Red	Provide emergency motel shelter and resource and referral for very low, low and	CDBG \$9,072	Number of unduplicated very- low, low, and moderately-low	Year	Goal	Met	%
Cross	moderately-low income households		income individuals receiving	2012			
Emergency Services	throughout the Urban County who have lost their housing due to a unexpected event,		emergency services.	2013	400		
	such as fire.			2014	106		
	Provide case management and advocacy for childen and youth in the foster care system.	CDBG \$9,607	Number of dependent youth provided coordinated case	Year	Goal	Met	%
Special Advocates			management.	2012			
(CASA) Direct Services				2013			
Direct Scivices				2014	11		
SL-1.1 Center for Human	Provide case management, utility assistance, and support services to low-income families		Number of unduplicated individuals and households that	Year	Goal	Met	%
Services	residing in Ceres.		receive case management and	2012			
Ceres Partnership for Healthy			support services.	2013			
Children				2014	120		
SL-1.1	Provide case management, resource and referral services, and recreational	CDBG \$20,000	Number of unduplicated individuals and households that	Year	Goal	Met	%
Services	scholarships to low-income families who	NRSA - Parklawn	receive case management,	2012			7
Ceres Partnership	live in the community of Parklawn.		scholarships, and support	2013			
for Healthy Children			services.	2014	120		
SL-1.1	Provide case management, utility assistance, and support services to low-income families	CDBG Number of unduplicated	Year	Goal	Met	%	
Services	residing in the Westside communities of		receive case management and	2012		7 - 1	
Oakdale Family Resource Center	Oakdale, Knight's Ferry, Valley Home and unincorporated areas surrounding Oakdale.		support services.	2013			
Resource Center	minicorporated areas surrounding Oakdate.			2014	120	11	

	Outcome/Objective				Expected	Actual	Percent
Specific Obj. #	Specific Objectives	Sources of Funds	Performance Indicators	Year	Number	Number	Complete
SL-1	Availability/Accessibility of Suitable Living	Environment					
SL-1.1 Center for Human	Provide case management, utility assistance, and support services to low-income families	CDBG \$14,000	Number of unduplicated individuals and households that	Year	Goal	Met	%
Services	residing in the Westside communities of		receive case management and	2012			
Westside Family Resource Center	Newman, Patterson, Westley, and Grayson.		support services.	2013			
restart conter				2014	169		
SL-1.1 Children's Crisis	Provide essential supportive services to low and moderate-income children at risk of	CDBG \$15,000	Number of unduplicated at-risk infants and pre-school aged	Year	Goal	Met	%
Center	abuse, neglect, homelessness and		children provided with	2012			
Ceres Infant Respite Shelter	exploitation by providing childcare, shelter, and meals, in the Ceres area.		specialized care, and support services.	2013	/		
respite offetter	and means, in the ceres mea.		SOI VICOS.	2014	89		
SL-1.1 Healthy Aging	Will provide strength-based training and fitness programs, throughout the Urban	CDBG \$16,000	Number of unduplicated individuals at or below 80% of	Year	Goal	Met	%
Young at Heart	County, designed to improve the prevention,		the area median income	2012			
Program	early intervention, treatment and management of chronic conditions for		attending strength training courses.	2013			
	seniors and disabled individuals.		courses.	2014	177		
SL-1.1 Healthy Start	Provie case management and resource and referral services to low income residents of	CDBG \$10,000	Number of unduplicated Airport residents who receive case	Year	Goal	Met	%
(Orville Wright)	the Airport Neighborhood.	NRSA - Airport	management services.	2012			
Airport Family Resource Center				2013			
resource contact				2014	83		
SL-1.1 Howard Training	The state of the s	1.000	Number of unduplicated seniors who receive a meal.	Year	Goal	Met	%
Center Series Meels	Monday through Friday, to Seniors at			2012			
Senior Meals Program	congregate sites, as well as provide meal deliveries to home-bound seniros			2013			
	throughout Stanislaus County.			2014	378		

Specific Obj. #	Outcome/Objective Specific Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
SL-1	Availability/Accessibility of Suitable Living	Environment					
SL-1.1 Parent Resource	Will provide parenting classes and brief case management, child care (during	CDBG \$10,000	Number of unduplicated families who participate in the	Year	Goal	Met	%
Center Airport	classes), and resource and referral services to low-income Spanish speaking parents	NRSA - Airport	parenting program.	2012			
Neighborhood	from the Airport Neighborhood.			2013			
Partnership				2014	39		
SL-1.1 Salvation Army	Will provide daytime care and early childhood education to low-income children	CDBG \$14,000	Number of unduplicated children who participate in the	Year	Goal	Met	%
Property of the same of	ages 2-6, 5-days a week.		development program.	2012			
Program				2013			
				2014	53		
SL-1.1	Will provide meals five days a week to low-	are \$12,805	Number of unduplicated	Year	Goal	Met	%
Salvation Army Homeless Meals	income and homeless individuals who are food insecure.		homeless and low-income individuals who receive a meal.	2012			
Program	lood hisecure.		individuals who receive a meat,	2013			
				2014	480		
SL-1.1 Salvation Army	Will provide after school tutoring to low- income youth in south Modesto and	CDBG \$19,812	Number of unduplicated youth participating in the tutoring	Year	Goal	Met	%
Red Shield	surrounding areas who are in need of		program.	2012			
Tutoring & Mentoring Program	additional help with their homework.			2013			
iviencornig i rogram				2014	135		
SL-1.1 Second Harvest	Provide a bag a of groceries twice a month along with nutrition education to low-	CDBG \$18,000	Number of unduplicated low- income children who receive	Year	Goal	Met	%
Food 4 Thought	income children participating in an after		food assistance.	2012			
Program	school tutoring program.			2013		1	
				2014	329		

Specific Obj.#	Outcome/Objective Specific Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
SL-1	Availability/Accessibility of Suitable Living	Environment					
SL-1.1	Address the demand for emergency food	CDBG \$12,805	Number of unduplicated	Year	Goal	Met	%
Second Harvest Food Assistance	needs in Stanislaus County by providing different non-profit agencies throughout the		individuals receiving food assistance.	2012	18,823		
Program	county with food assistance, which in turn distribute the food to low-income			2013	20,705		
	families/individuals.			2014	14,576		
SL-1.1	Address the need of very low and low-	CDBG \$12,805	Number of unduplicated individuals receiving meals.	Year	Goal	Met	%
	income and homeless persons by providing daily meals through the Daily Bread Mobile			2012	174		
Mobile Lunch	Lunch Program in the communities of			2013	191		
Program (Hughson)	Hughson, Empire, Waterford, Hickman and Denair.			2014	134		
SL-1.1	Will provide emergency shelter during the	CDBG	Number of unduplicated	Year	Goal	Met	%
We Care of Turlock	worst part of the winter and assist clients in finding jobs, obtain permanent housing, and	\$16,000	individuals receiving shelter and resource and referral services.	2012			
Emergency Cold	acy Cold receive assistance that will allow them to			2013	131		
Weather Shelter	overcome the barriers causing their homelessness.			2014	115		

### Summary of Specific Annual Objectives for 2014-2015 ESG Program Grantees

	Outcome/Objective Specific Objectives	2000		46	Expected	Actual	Percent
Specific Obj. #		Sources of Funds	Performance Indicators	Year	Number	Number	Completed
SL-1	Availability/Accessibility of Suitable Livin		N. l. f. l. F. f. l. f. f. l. f. l.				1
SL-1.1 Children's Crisis	Provide respite shelter to at-risk children and youth who have been abused neglected	ESG \$20,000	Number of unduplicated at-risk children, and youth who receive	Year	Goal	Met	%
Center	or at-risk of becoming homeless. Parents	Emergency Shelter	emergency respite care.	2012	4		
Oakdale Respite Shelter Program	also receive case management and resource and referral services.			2013			
Sherier Fregram	and referral services.			2014	105		
SL-1.1 Community	Provide Transitional Shelter for homeless families during the inclement winter months.	ESG \$25,749	Number of unduplicated individuals in families with	Year	Goal	Met	%
Housing and	After families exit Santa Fe House rental	Transitional Shelter	children who are placed in the	2012			
Shelter Services Santa Fe Project	assistance will be provided as needed to assist the families to becoming stably	and Rapid Re- Housing for Families	Santa Fe Transitional Living Center and receive Rapid Re-	2013			
Santa Te Project	housed.	Trousing for Families	Housing assistance.	2014	21		Y
SL-1.1 Community	Will connect individual(s), below 30% of the AMI, with non-profits receiving ESG	ESG \$15,000	Number of unduplicated individual(s) who receive job	Year	Goal	Met	%
Housing and	funding and/or the CoC lead with an	HMIS Data Entry	training for HMIS data entry	2012			
Shelter Services HMIS Data Entry	opportunity to be trained on HMIS, to assist with data entry and data quality assessments.		and data quality assessments.	2013			
HINIS Data Entry	with data entry and data quanty assessments.			2014	1		
SL-1.1 Community	Will provide homeless or households at risk of becoming homeless individual(s) and	ESG \$17,044	Number of unduplicated individual(s) who receive rental	Year	Goal	Met	9/0
Housing and	families (below 30% of the AMI) rental	HPRP	assistance and case	2012	7		
Shelter Services HPRP Project	assistance in conjunction with intensive case management with the goal of obtaining and		management	2013			
TIFKI Tibject	maintaining permanent stable housing.			2014	36		
SL-1.1 Family Promise	Provide transitional shelter in conjunction with case management, job search assistance	ESG \$17,000	Number of unduplicated individuals receiving shelter and	Year	Goal	Met	%
Shelter for	and resource and referral services, for	Transitional Shelter	case management.	2012			
Homeless Families	homeless families.	for Families	Families 2013				
				2014	36		

## Summary of Specific Annual Objectives for 2014-2015 ESG Program Grantees

Specific Obj. #	Outcome/Objective Specific Objectives	Sources of Funds	Performance Indicators	Year	Expected Number	Actual Number	Percent Completed
SL-1	Availability/Accessibility of Suitable Living	Environment					
SL-1.1 Salvation Army	Will provide emergency shelter to homeless adults throughout the coldest months of the	ESG- \$18,000	Number of unduplicated homeless individuals who were	Year	Goal	Met	%
Emergency Shelter	winter. Shelter is open throughout the year	Emergency Shelter	provided emergency shelter.	2012			
	to homeless individuals who require special accomodations.	Services		2013			
	accomodations.			2014	327		
SL-1.1 We Care of	Will provide emergency shelter during the worst part of the winter and assist clients in	ESG \$16,500	Number of unduplicated individuals receiving shelter and	Year	Goal	Met	%
Turlock	finding jobs, obtain permanent housing, and	Emergency Shelter	resource and referral services.	2012			
Emergency Cold Weather Shelter	receive assistance that will allow them to overcome the barriers causing their	Services		2013			
weather Sheller	homelessness.			2014	96		
SL-1,1 We Care of	This project will assist homeless individuals and families with housing search and	ESG \$29,420	Number of unduplicated individuals receiving Rapid Re-	Year	Goal	Met	%
Turlock	placement, rental application fees, rental	Rapid Re-Housing	Housing assistance.	2012			
Rapid Re-Housing	and utility assistance, rental and utility			2013			
Program	deposits, case management, referrals, and support services.			2014	5		

## Appendix B

- A. Table 2C Fiscal Year 2013-2014 Summary of Specific Housing/Community Development Objectives (pp. 107)
- B. Table 3B Annual Housing Completion Goals (pp. 108)
- C. Table 3C Stanislaus Urban County Individual Projects (pp. 109-125)
- D. Table 3C CDBG Public Service Individual Projects (pp. 126-143)
- E. Table 3C ESG Public Service Individual Projects (pp. 144-152)

# Transition Table 2C Fiscal Year 2014-2015 (YEAR 3) Summary of Specific Housing/Community Development Objectives

Obj #	Specific Objectives	Sources of Funds	Performance Indicators	Expected Number	Actual Number	Outcome/ Objective*
1	Infrastructure	Lubus	Indicators .	Mumber	Number	Objective
a.	Address the need for infrastructure improvements (i.e. storm drainage, sewer, water, curb, sidewalks) to retrofit communities and neighborhoods throughout unincorporated areas of the County and within the Consortia Cities.	CDBG	Number of of Projects     Number of people served	6		SL-3
2	Economic Development					
a,	Develop Economic Development activities with HUD approval.	CDBG	Jobs	0		EO-1
3 & 4	Housing Assistance / Housing Programs					
a.	Address the need for affordable housing by providing down payment assistance to low and moderate-income households.	HOME CalHome	Households	5		DH-2
Ь,	Address the need for decent affordable housing by offering owner occupied rehabilitation assistance to low and moderate-income households.	HOME CalHome	Households	6		DH-2
5	Public Services					
a.	Continue to address the needs of low to moderate-income households/individuals through public service programs by providing grants to non-profit organizations that will deliver such services.	CDBG	People	24,015		SL-1
b.	Homeless Services	_				
	Address the needs of the homeless population through partnerships with homeless service providers.	ESG	People	578		
7	Neighborhood Revitalization/Other		· · ·			<del></del>
1	Deliver a Revitalization Strategy	CDBG		1		SL-3

\*Outcome/Objective Codes

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

#### Table 3B ANNUAL AFFORDABLE HOUSING COMPLETION GOALS FY 2014-2015

Grantee Name: Stanislaus Urban County	Expected Annual	Actual Annual	Reso	urces used	during th	e period
Program Year: 2013-2014	Number of Units To Be Completed	Number of Units Completed	NSP	номе	ESG	HOPWA
BENEFICIARY GOALS (Sec. 215 Only)						
Homeless households						
Non-homeless households						
Special needs households						
Total Sec. 215 Beneficiaries*						
RENTAL GOALS (Sec. 215 Only)					E.	
Acquisition of existing units	0				3 4 7 1	
Production of new units	0				(1 to 1/2	
Rehabilitation of existing units	0					
Rental Assistance	0				1	
Total Sec. 215 Affordable Rental	0		$\boxtimes$			
HOME OWNER GOALS (Sec. 215 Only)						
Acquisition of existing units	2		$\boxtimes$		AT WE	
Production of new units	0				(0.5)	
Rehabilitation of existing units	6			$\boxtimes$		
Homebuyer Assistance***	5		$\boxtimes$	$\boxtimes$		
Total Sec. 215 Affordable Owner	13		$\boxtimes$	$\boxtimes$		
COMBINED RENTAL AND OWNER GOALS (Sec. 215 Only)	#,45					
Acquisition of existing units	2		$\boxtimes$			
Production of new units	0				\$ M	
Rehabilitation of existing units	6					
Rental Assistance	0				CHOOL S	
Homebuyer Assistance	5		$\boxtimes$			
Combined Total Sec. 215 Goals*	13		$\boxtimes$			
OVERALL HOUSING GOALS (Sec. 215 + Other Affordable Housing)						
Annual Rental Housing Goal	0					
Annual Owner Housing Goal	13			$\boxtimes$		
Total Overall Housing Goal	13		$\boxtimes$			

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

# Table 3C

Jurisdiction's Name: Sta	inisiaus County		<u> </u>
Priority Need N/A			
<b>Project Title</b> Stanislaus County – Progr	am Administration		
Description			
Administration and manag	gement of the County CDBG Conso	rtium and the County's p	rograms and projects
	_	_	omic Opportunity inability
ocation/Target Area Itanislaus Urban County A	reas		
tanislaus Urban County A			
_	reas Project ID (HUD Activity #):	Funding Sources:	DESCRIPTION OF THE PROPERTY AND THE PROP
tanislaus Urban County A  Objective Number  HUD Matrix Code	Project ID (HUD Activity #):  CDBG Citation	CDBG	\$313,988
tanislaus Urban County A  Objective Number  HUD Matrix Code  21A  Type of Recipient	Project ID (HUD Activity #):  CDBG Citation 570.206  CDBG National Objective	_	\$313,988
Tanislaus Urban County A  Objective Number  HUD Matrix Code  21 A  Fype of Recipient  N/A  Start Date (mm/dd/yyyy)	Project ID (HUD Activity #):  CDBG Citation 570.206	CDBG ESG HOME	
tanislaus Urban County A	Project ID (HUD Activity #):  CDBG Citation 570.206  CDBG National Objective N/A  Completion Date (mm/dd/yyyy)	CDBG ESG HOME HOPWA Total Formula	

Priority Need: Infrastructure Improvements			
Project Title: Stanislaus County – Airport	Neighborhood Sewer Infrastruct	ure	
Description			
Project is proposing to connec	sewer "trunk-line" along Kerr Aver et into the existing City sewer system consist of trunk line, fly line and ass 000.	n on Oregon Drive and	running northerly to
	able Living Environment Decent F lability/Accessibility Affordal	_	mic Opportunity nability
	lability/Accessibility	oility 🛚 Sustain	* * * * * * * * * * * * * * * * * * * *
Outcome category: Avai	lability/Accessibility	oility Sustain	nability
Dutcome category: Avai	lability/Accessibility	Funding Sources:	* * *
Dutcome category: Available Area Airport Neighborhood (uninco Objective Number HUD Matrix Code 03J (water/sewer improvements)	Project ID (HUD Activity #):  CDBG Citation 570.201(c)	oility Sustain	\$595,270
Dutcome category: Available Area Airport Neighborhood (unincolor) Objective Number HUD Matrix Code 03J (water/sewer improvements) Type of Recipient	Project ID (HUD Activity #):  CDBG Citation 570.201(c)  CDBG National Objective	Funding Sources: CDBG ESG	\$595,270
Dutcome category: Available Area Airport Neighborhood (uninco Objective Number HUD Matrix Code 03J (water/sewer improvements) Type of Recipient Household	rporated)  Project ID (HUD Activity #):  CDBG Citation 570.201(c)  CDBG National Objective 570.208 (a)(1)	Funding Sources: CDBG ESG HOME	nability
Dutcome category: Available Area Airport Neighborhood (uninco. Objective Number HUD Matrix Code 03J (water/sewer improvements) Type of Recipient Household Start Date (mm/dd/yyyy)	Project ID (HUD Activity #):  CDBG Citation 570.201(c)  CDBG National Objective	Funding Sources: CDBG ESG HOME HOPWA	\$595,270
Dutcome category: Available Area Airport Neighborhood (uninco Objective Number HUD Matrix Code 03J (water/sewer improvements) Type of Recipient Household Start Date (mm/dd/yyyy) 07-01-14	rporated)  Project ID (HUD Activity #):  CDBG Citation 570.201(c)  CDBG National Objective 570.208 (a)(1)	Funding Sources: CDBG ESG HOME HOPWA Total Formula	\$595,270
Dutcome category: Available Area Airport Neighborhood (uninco. Objective Number  HUD Matrix Code 03J (water/sewer improvements) Type of Recipient Household Start Date (mm/dd/yyyy) 07-01-14 Performance Indicator	rporated)  Project ID (HUD Activity #):  CDBG Citation 570.201(c)  CDBG National Objective 570.208 (a)(1)  Completion Date (mm/dd/yyyy)	Funding Sources: CDBG ESG HOME HOPWA Total Formula Prior Year Funds	\$595,270
Outcome category: Avai	Project ID (HUD Activity #):  CDBG Citation 570.201(c)  CDBG National Objective 570.208 (a)(1)  Completion Date (mm/dd/yyyy)	Funding Sources: CDBG ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing	\$595,270

## Table 3C

Jurisdiction's Name: Stanis	Annual Action Plan 20 Listing of Projections County		
Priority Need Affirmatively Further Fair Ho	ousing		
Project Title Stanislaus County – Fair Hou	sing Program		
Description			
Address the need to affirmativand housing counseling.	vely further fair housing through fa	ir housing enforcement	, fair housing awareness.
2	able Living Environment Decent Decent Idability/Accessibility Afford	_	omic Opportunity inability
Location/Target Area Stanislaus Urban County Area			
Objective Number	Project ID (HUD Activity #):	Funding Sources:	
HUD Matrix Code 05J Fair Housing Activities (Subject to Public Services Cap)	CDBG Citation 570.201(e)	CDBG ESG HOME	\$25,000
Type of Recipient People (General)	CDBG National Objective 570.208(a)(2)	I-IOPWA  Total Formula	
Start Date (mm/dd/yyyy) 07-01-14	Completion Date (mm/dd/yyyy) 06-30-15	Prior Year Funds Assisted Housing	
Performance Indicator People	Annual Units	PHA	
Local ID	Units Upon Completion	Other Funding Fotal	
The primary purpose of the project is to	.l help: 🔀 Low/Moderate Income Households/	.I Individuals	Persons with HIV/AIDS

Jurisdiction's Name: Stanish	aus County		<u></u>
<b>Priority Need</b> N/A			
<b>Project Title</b> City of Ceres – CDBG Project	Administration.		
Description			
Administration and manageme	nt of CDBG programs and projects	3.	
• • • —	ble Living Environment Decent I ability/Accessibility Afforda	_	mic Opportunity nability
Location/Target Area City of Ceres			
City of Ceres	Designat ID (UTID) Activity #):	1	
	Project ID (HUD Activity #):	Funding Sources:	
City of Ceres	Project ID (HUD Activity #):  CDBG Citation	CDBG	\$14,804
Objective Number  HUD Matrix Code 21A General Program Admin	CDBG Citation 570.206	CDBG ESG	\$14,804
Objective Number  HUD Matrix Code 21A General Program Admin Type of Recipient	CDBG Citation 570.206 CDBG National Objective	CDBG ESG HOME	\$14,804
Objective Number  HUD Matrix Code 21A General Program Admin Type of Recipient N/A	CDBG Citation 570.206 CDBG National Objective N/A	CDBG ESG HOME HOPWA	\$14,804
Objective Number  HUD Matrix Code 21A General Program Admin Type of Recipient N/A Start Date (mm/dd/yyyy)	CDBG Citation 570.206  CDBG National Objective N/A  Completion Date (mm/dd/yyyy)	CDBG ESG HOME HOPWA Total Formula	
Objective Number  HUD Matrix Code 21A General Program Admin Type of Recipient N/A Start Date (mm/dd/yyyy) 07-01-14	CDBG Citation 570.206 CDBG National Objective N/A Completion Date (mm/dd/yyyy) 06-30-15	CDBG ESG HOME HOPWA Total Formula Prior Year Funds	
Objective Number  HUD Matrix Code 21A General Program Admin Type of Recipient N/A Start Date (mm/dd/yyyy) 07-01-14 Performance Indicator	CDBG Citation 570.206  CDBG National Objective N/A  Completion Date (mm/dd/yyyy) 06-30-15  Annual Units	CDBG ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing	
Objective Number	CDBG Citation 570.206 CDBG National Objective N/A Completion Date (mm/dd/yyyy) 06-30-15	CDBG ESG HOME HOPWA Total Formula Prior Year Funds	

# Table 3C

Jurisdiction's Name: Sta	Annual Action Plan Listing of Pro anislaus County	2014-2015	
Priority Need Infrastructure Improvemen	nts		
Project Title City of Ceres – ADA Inf	ill Infrastructure Project	<u> </u>	
Description			
and Palm Estates areas. the ramps are very old	stall ADA compliant handicap ran A majority of these areas have n I and do not meet current ADA ately 60 ADA compliant ramps y	o handicap ramps. In a requirements. The p	reas where they do exist, project will result in the
	Availability/Accessibility	-	nomic Opportunity ainability
Objective Number	Project ID (HUD Activity #):	Funding Sources:	
HUD Matrix Code 03 Public Facilities & Improvements (General)	CDBG Citation 570.201(c)	CDBG ESG HOME	\$238,452
Type of Recipient Household	CDBG National Objective 570.208(a)(1)	HOPWA Total Formula	* F Material (Jana) Agreed
Start Date (mm/dd/yyyy) 07-01-14	Completion Date (mm/dd/yyyy)	Prior Year Funds Assisted Housing	
Performance Indicator People	Annual Units	PHA Other Funding	- December 1994 : 1994 (MINISTERIA)
Local ID	Units Upon Completion	Total	1- 1

Persons with Disabilities Public Housing Needs

	Listing of Project	ets	
Jurisdiction's Name: Stan Priority Need N/A	islaus County		
Project Title City of Hughson – CDBG P	roject Administration.		<del>-</del>
Description			
Administration and manage	ment of CDBG programs and projec	cts.	
		t Housing	c Opportunity bility
-			
Location/Target Area City of Hughson  Objective Number	Project ID (HUD Activity #):	Funding Sources:	
City of Hughson	Project ID (HUD Activity #):  CDBG Citation 570.206	CDBG ESG HOME	\$14,804
Objective Number  HUD Matrix Code 21A General Program	CDBG Citation	CDBG ESG	\$14,804
Objective Number  HUD Matrix Code 21A General Program Admin Type of Recipient	CDBG Citation 570.206  CDBG National Objective	CDBG ESG HOME HOPWA	\$14,804
Objective Number  HUD Matrix Code 21A General Program Admin Type of Recipient N/A Start Date (mm/dd/yyyy)	CDBG Citation 570.206  CDBG National Objective N/A Completion Date (mm/dd/yy)	CDBG ESG HOME HOPWA Total Formula Prior Year Funds	\$14,804

Priority Need Infrastructure Improveme	nts		
Project Title City of Hughson – Hugh	son Avenue Sidewalk Infill Proje	et	
Description			
for CDBG activities accor	lewalk Infill project is located with ding to 2010 Census data. This is ll, curb, gutter, an ADA ramp and cessary.	s an area proposed to be	e surveyed. The projec
		_	omic Opportunity ninability
	Availability/Accessibility	_	
Outcome category:   Location/Target Area	Availability/Accessibility	Funding Sources:	ninability
Outcome category:   Location/Target Area City of Hughson (See projection)	Availability/Accessibility	ordability 🛭 Susta	
Outcome category:  Location/Target Area City of Hughson (See projective Number HUD Matrix Code By Public Facilities & Emprovements (General) Type of Recipient	Availability/Accessibility	Funding Sources: CDBG ESG HOME HOPWA Total Formula	ninability
Cocation/Target Area City of Hughson (See projective Number HUD Matrix Code By Public Facilities & Emprovements (General) Type of Recipient Household Start Date (mm/dd/yyyy)	Availability/Accessibility	Funding Sources: CDBG ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing	ninability
Outcome category:  Location/Target Area City of Hughson (See projective Number HUD Matrix Code 3 Public Facilities &	Availability/Accessibility	Funding Sources: CDBG ESG HOME HOPWA Total Formula Prior Year Funds	ninability

Persons with Disabilities Public Housing Needs

	Listing of Pro	jects	
Jurisdiction's Name: St	anislaus County		
Priority Need Infrastructure Improvement	nts		
Project Title City of Hughson – Fox R	load Sidewalk Infill Project		
Description			
for CDBG activities and missing sidewalk section located on the south side of the so	_	surveyed. The project provements as necessar and Charles Street.	will include the infill of y. The project will be mic Opportunity
City of Hughson (See proje	ect area above)		
Objective Number	Project ID (HUD Activity #):	Funding Sources: CDBG	\$19,264
HUD Matrix Code 03 Public Facilities & Improvements (General)	CDBG Citation 570.201(c)	ESG HOME HOPWA	
Type of Recipient Household	CDBG National Objective . 570.208(a)(1)	Total Formula Prior Year Funds	
Start Date (mm/dd/yyyy) 07-01-14 Performance Indicator	Completion Date (mm/dd/yyyy) 06-30-16 Annual Units	Assisted Housing PHA Other Funding	
People Local ID	Units Upon Completion 250	Total	
The primary purpose of the project is	to help: 🛛 Low/Moderate Income Household	- ls/Individuals	Persons with HIV/AIDS

<b>Priority Need</b> N/A			
Project Title City of Newman – CDBG Proj	ect Administration.		
Description	·		
Administration and manageme	nt of CDBG programs and projects.		
~ ~ ~	ble Living Environment	_	Opportunity ility
Location/Target Area City of Newman			
City of Newman	Project ID (HUD Activity #);		
City of Newman  Objective Number		Funding Sources:	\$14.804
Objective Number  HUD Matrix Code	CDBG Citation	Funding Sources: CDBG ESG	\$14,804
Objective Number HUD Matrix Code 21A General Program Admin		CDBG	\$14,804
Objective Number  HUD Matrix Code 21A General Program Admin Type of Recipient	CDBG Citation 570.206	CDBG ESG HOME HOPWA	\$14,804
Objective Number  HUD Matrix Code 21A General Program Admin Type of Recipient N/A Start Date (mm/dd/yyyy)	CDBG Citation 570.206  CDBG National Objective N/A  Completion Date (mm/dd/yyyy)	CDBG ESG HOME HOPWA Total Formula	. ,
Objective Number  HUD Matrix Code 21 A General Program Admin Type of Recipient N/A Start Date (mm/dd/yyyy) 07-01-14	CDBG Citation 570.206 CDBG National Objective N/A Completion Date (mm/dd/yyyy) 06-30-15	CDBG ESG HOME HOPWA Total Formula Prior Year Funds	
Objective Number  HUD Matrix Code 21A General Program Admin Type of Recipient N/A Start Date (mm/dd/yyyy) 07-01-14 Performance Indicator	CDBG Citation 570.206  CDBG National Objective N/A  Completion Date (mm/dd/yyyy) 06-30-15  Annual Units	CDBG ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing	
City of Newman  Objective Number	CDBG Citation 570.206 CDBG National Objective N/A Completion Date (mm/dd/yyyy) 06-30-15	CDBG ESG HOME HOPWA Total Formula Prior Year Funds	

Persons with Disabilities Public Housing Needs

## Table 3C

	Annual Action Plan 20 Listing of Projec		
Jurisdiction's Name: Star	nislaus County		<del></del>
Priority Need Infrastructure Improvement	s		
Project Title City of Newman – Water I	ine Infrastructure Project		
Description			
2015. The project will repeligible project area. Currissue. Phase III will cons	begin construction of its Water Lir place existing water lines and outdatent lines and hydrants are non-contist of the final phase of construction witable Living Environment	ated hydrants in various npliant and pose a poten n of said improvements.	sections of the CDBG
Location/Target Area City of Newman	<del></del>		
Objective Number	Project ID (HUD Activity #):	Funding Sources:	
HUD Matrix Code	CDBG Citation	CDBG	P115 000
03 Public Facilities & Improvement (General)	570.201(c)	ESG HOME	\$115,000
Improvement (General) Type of Recipient Household	570,201(c)  CDBG National Objective  570,208(a)(1)	HOME HOPWA Total Formula	
Improvement (General) Type of Recipient	570,201(c)  CDBG National Objective	HOME HOPWA Total Formula Prior Year Funds Assisted Housing	
Improvement (General) Type of Recipient Household Start Date (mm/dd/yyyy)	570,201(c)  CDBG National Objective 570,208(a)(1)  Completion Date (mm/dd/yyyy)	HOME HOPWA Total Formula Prior Year Funds	

Priority Need			
Infrastructure Improvement	s		
D=-14-99841-			
Project Title City of Newman – Inyo Av	zenue Infrastructure Project		
Day of 11000 man and 0 miles			
Description			
CDBG eligible area. The p	r of curb, gutter and sidewalk and s roject will be on the north side of I vill provide engineering of the proje	Inyo Avenue, from P Str	
- 0	nitable Living Environment Decent	-	c Opportunity
Outcome category: Av  Location/Target Area  City of Newman	vailability/Accessibility	ability 🔀 Sustainal	omey
Location/Target Area City of Newman		ability 🔀 Sustainat	omey
Location/Target Area	Project ID (HUD Activity #):	Funding Sources:	-
Location/Target Area City of Newman Objective Number HUD Matrix Code	Project ID (HUD Activity #):  CDBG Citation	Funding Sources: CDBG	\$20,435
Location/Target Area City of Newman  Objective Number  HUD Matrix Code 03 Public Facilities &	Project ID (HUD Activity #):	Funding Sources: CDBG ESG	\$20,435
Location/Target Area City of Newman  Objective Number  HUD Matrix Code 03 Public Facilities & Improvement (General)	Project ID (HUD Activity #):  CDBG Citation 570,201(c)	Funding Sources: CDBG	\$20,435
Location/Target Area City of Newman  Objective Number  HUD Matrix Code 03 Public Facilities &	Project ID (HUD Activity #):  CDBG Citation	Funding Sources: CDBG ESG HOME	\$20,435
Location/Target Area City of Newman  Objective Number  HUD Matrix Code 03 Public Facilities & Improvement (General)  Type of Recipient	Project ID (HUD Activity #):  CDBG Citation 570,201(c)  CDBG National Objective	Funding Sources: CDBG ESG HOME HOPWA	\$20,435
Location/Target Area City of Newman  Objective Number  HUD Matrix Code 03 Public Facilities & Improvement (General)  Type of Recipient Household Start Date (mm/dd/yyyy) 07-01-14 Performance Indicator	Project ID (HUD Activity #):  CDBG Citation 570.201(c)  CDBG National Objective 570.208(a)(1)  Completion Date (mm/dd/yyyy)	Funding Sources: CDBG ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing PHA	\$20,435
Location/Target Area City of Newman  Objective Number  HUD Matrix Code 03 Public Facilities & Improvement (General)  Type of Recipient Household  Start Date (mm/dd/yyyy) 07-01-14	Project ID (HUD Activity #):  CDBG Citation 570,201(c)  CDBG National Objective 570,208(a)(1)  Completion Date (mm/dd/yyyy) 06-30-16	Funding Sources: CDBG ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing	\$20,435

Persons with Disabilities Public Housing Needs

## Table 3C

	Annual Action Plan 2014 Listing of Projects		
Jurisdiction's Name: Stanisla	us County		
Priority Need N/A			
Project Title City of Oakdale – CDBG Proje	ct Administration.		
Description			
Administration and management	nt of CDBG programs and projects.		
	ole Living Environment Decent H ability/Accessibility Affordate	<b>D</b>	c Opportunity bility
City of Oakdale		1	
City of Oakdale Objective Number	Project ID (HUD Activity #):	Funding Sources:	014.004
Objective Number  HUD Matrix Code	CDBG Citation	CDBG	\$14,804
Objective Number  HUD Matrix Code 21A General Program Admin	CDBG Citation 570.206	CDBG ESG	
Objective Number  HUD Matrix Code 21A General Program Admin Type of Recipient	CDBG Citation 570.206 CDBG National Objective	CDBG	
Objective Number  HUD Matrix Code 21A General Program Admin Type of Recipient N/A	CDBG Citation 570.206 CDBG National Objective N/A	CDBG ESG HOME	
Objective Number  HUD Matrix Code 21A General Program Admin Type of Recipient	CDBG Citation 570.206 CDBG National Objective	CDBG ESG HOME HOPWA	
Objective Number  HUD Matrix Code 21A General Program Admin Type of Recipient N/A  Start Date (nim/dd/yyyy) 07-01-14  Performance Indicator	CDBG Citation 570.206  CDBG National Objective N/A  Completion Date (mm/dd/yyyy) 06-30-15  Annual Units	CDBG ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing	_bold _ddd-111dd 111 bbp-111dddb bb 1 d
Objective Number  HUD Matrix Code 21A General Program Admin Type of Recipient N/A Start Date (nim/dd/yyyy) 07-01-14 Performance Indicator N/A	CDBG Citation 570.206  CDBG National Objective N/A  Completion Date (mm/dd/yyyy) 06-30-15  Annual Units N/A	CDBG ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing PHA	
HUD Matrix Code 21A General Program Admin Type of Recipient N/A Start Date (nim/dd/yyyy) 07-01-14 Performance Indicator	CDBG Citation 570.206  CDBG National Objective N/A  Completion Date (mm/dd/yyyy) 06-30-15  Annual Units	CDBG ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing	\$14,804

	•	ects	
Jurisdiction's Name: Sta	nislaus County		
Priority Need Infrastructure Improvemen	ts		
Project Title City of Oakdalc – Davitt	Avenue Infrastructure Project Ph	ase II	
Description			
first part has been complete Fiscal Year 2014-2015 fun of curb, gutter and sidewall	I to split the project into several pha ed using Fiscal Year 2013-2014 funds. The construction will consist of ks along Davitt Road from West J S I right-of-way to the south.	ds. The next part of Phaswater and sewer line rep	se II will be funded usi lacement and installation
Objective category: S S Outcome category: A	uitable Living Environment 🔲 Dece	nt Housing ☐ Econo rdability ☒ Susta	omic Opportunity inability
Objective category: S S Outcome category: A Location/Target Area	uitable Living Environment Dece vailability/Accessibility Affo	-	
Objective category: S S Outcome category: A Location/Target Area City of Oakdale (See projec	uitable Living Environment Dece vailability/Accessibility Affo	-	inability
Objective category: S Outcome category: A Location/Target Area City of Oakdale (See projectory) Objective Number HUD Matrix Code 03 Public Facilities &	uitable Living Environment	rdability Sustan	
Dbjective category: S Dutcome category: A Location/Target Area City of Oakdale (See project Objective Number HUD Matrix Code 03 Public Facilities & Improvement (General) Type of Recipient	uitable Living Environment Dece vailability/Accessibility Affo  t bounding above)  Project ID (HUD Activity #):  CDBG Citation 570.201(c)  CDBG National Objective	Funding Sources: CDBG ESG HOME HOPWA Total Formula	\$149,435
Dbjective category: S Dutcome category: A Location/Target Area City of Oakdale (See project  Objective Number  HUD Matrix Code 03 Public Facilities & Improvement (General) Type of Recipient Household Start Date (mm/dd/yyyy)	uitable Living Environment Dece vailability/Accessibility Affo  t bounding above)  Project ID (HUD Activity #):  CDBG Citation 570.201(c)	Funding Sources: CDBG ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing	\$149,435
Objective category: 🛛 S	project ID (HUD Activity #):  CDBG Citation 570.201(c)  CDBG National Objective 570.208(a)(1)  Completion Date (mm/dd/yyyy)	Funding Sources: CDBG ESG HOME HOPWA Total Formula Prior Year Funds	\$149,435

Priority Need N/A			
Project Title City of Patterson – CDBG	Project Administration.		
Description			
Administration and manag	gement of CDBG programs and pro	jects.	
Objective category: 🔲 S	Suitable Living Environment Dec	ent Housing 🔲 Ecor	iomic Opportunity
Outcome category: 🔲 A	Availability/Accessibility Aff	ordability	ainability
_			
_			
City of Patterson	Project ID (HUD Activity #):	Funding Sources:	
Objective Number	Project ID (HUD Activity #):  CDBG Citation	CDBG	\$14,804
Objective Number HUD Matrix Code 21A General Prgm Adm.	CDBG Citation 570.206	CDBG ESG	\$14,804
Objective Number  HUD Matrix Code 21 A General Prgm Adm. Type of Recipient	CDBG Citation 570.206 CDBG National Objective	CDBG ESG HOME	
Objective Number  HUD Matrix Code 21A General Prgm Adm. Type of Recipient N/A	CDBG Citation 570.206 CDBG National Objective N/A	CDBG ESG HOME HOPWA	/////////////////////////////////
Objective Number  HUD Matrix Code 21 A General Prgm Adm. Type of Recipient N/A  Start Date (mm/dd/yyyy)	CDBG Citation 570.206  CDBG National Objective N/A  Completion Date (mm/dd/yyyy)	CDBG ESG HOME HOPWA Total Formula	/////////////////////////////////
Objective Number HUD Matrix Code 21A General Prgm Adm. Type of Recipient N/A Start Date (mm/dd/yyyy) 07-01-14	CDBG Citation 570.206  CDBG National Objective N/A  Completion Date (mm/dd/yyyy) 06-30-15	CDBG ESG HOME HOPWA	
Objective Number  HUD Matrix Code 21A General Prgm Adm. Type of Recipient N/A Start Date (mm/dd/yyyy) 07-01-14 Performance Indicator	CDBG Citation 570.206  CDBG National Objective N/A  Completion Date (mm/dd/yyyy)	CDBG ESG HOME HOPWA Total Formula Prior Year Funds	
Objective Number  HUD Matrix Code 21A General Prgm Adm. Type of Recipient N/A Start Date (mm/dd/yyyy) 07-01-14 Performance Indicator N/A Local ID	CDBG Citation 570.206  CDBG National Objective N/A  Completion Date (mm/dd/yyyy) 06-30-15  Annual Units	CDBG ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing	

	Listing of Proj	ects	
Jurisdiction's Name: Sta	nnislaus County		
Priority Need Infrastructure Improvemen	nts		
Project Title <u>City of Patterson –5<sup>th</sup> Str</u>	reet Infrastructure Project		
Description			
Infrastructure Project. ( further phased. The pro- gutter, storm drain, side	i, the City of Patterson will begin Depending on funding availability ject will consist of water main rep walks, and street repaving. The and C Street Sperry Avenue to t ents Project.	and project cost, this placement of water main project is located on 5th	project may need to be and installation of curb Street and is bounder
Outcome category:   A  Location/Target Area	_	ent Housing	omic Opportunity inability
City of Patterson			
Objective Number	Project ID (HUD Activity #):	Funding Sources: CDBG	\$135,285
HUD Matrix Code 03J Water/Sewer Improvements	CDBG Citation 570.201(c)	ESG HOME HOPWA	
Type of Recipient Household	CDBG National Objective 570.208(a)(1)	Total Formula Prior Year Funds	
Start Date (mm/dd/yyyy) 07-01-14	Completion Date (mm/dd/yyyy)	Assisted Housing PHA	
Performance Indicator People	Annual Units	Other Funding Total	Comment of the Commen
Local ID	Units Upon Completion	10.01	11,000,000,000,000,000
The primary purpose of the project in Persons with Disabilities Public I	is to help: 🔯 Low/Moderate Income Househo	olds/Individuals [_] the Homeless	Persons with HIV/AIDS

123

Priority Need N/A		_	
<b>Project Title</b> City of Waterford – CDBG Pro	oject Administration	- <del>-</del>	
Description			
Administration and manageme	nt of CDBG programs and projects	S.	
<u> </u>	ole Living Environment Decent Inbility/Accessibility Afforda	_	ic Opportunity ability
Location/Target Area City of Waterford			
City of Waterford	Project ID (HUD Activity #):	Funding Sources	
City of Waterford  Objective Number		Funding Sources:	\$14,804
Objective Number HUD Matrix Code	CDBG Citation	Funding Sources: CDBG ESG	\$14,804
Objective Number HUD Matrix Code 21A General Program Admin	CDBG Citation 570.206	CDBG	\$14,804
Objective Number  HUD Matrix Code 21A General Program Admin Type of Recipient	CDBG Citation	CDBG ESG HOME HOPWA	49-48-4
Objective Number  HUD Matrix Code 21A General Program Admin Type of Recipient N/A	CDBG Citation 570.206  CDBG National Objective N/A  Completion Date (mm/dd/yyyy)	CDBG ESG HOME HOPWA Total Formula	0 + 10 · 10 · 10 · 10 · 10 · 10 · 10 · 1
Objective Number  HUD Matrix Code 21A General Program Admin Type of Recipient N/A Start Date (mm/dd/yyyy) 07-01-14	CDBG Citation 570.206  CDBG National Objective N/A  Completion Date (mm/dd/yyyy) 06-30-14	CDBG ESG HOME HOPWA Total Formula Prior Year Funds	0 + 10 - 10 + 10 + 10 + 10 + 10 + 10 + 1
Objective Number  HUD Matrix Code 21A General Program Admin Type of Recipient N/A Start Date (mm/dd/yyyy) 07-01-14 Performance Indicator	CDBG Citation 570.206  CDBG National Objective N/A  Completion Date (mm/dd/yyyy) 06-30-14  Annual Units	CDBG ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing	49-48-4
City of Waterford  Objective Number	CDBG Citation 570.206  CDBG National Objective N/A  Completion Date (mm/dd/yyyy) 06-30-14	CDBG ESG HOME HOPWA Total Formula Prior Year Funds	0 + 10 - 10 + 10 + 10 + 10 + 10 + 10 + 1

	Listing of Pro	jects	
Jurisdiction's Name: Sta	anislaus County		
Priority Need Infrastructure Improvement	nts		
Project Title City of Waterford - La C	Gallina Avenue Infrastructure Pr	oject	
Description			
2 2	nclude installation of curb, gutter, st Gallina Avenue from F Street on the	-	. •
	_	ent Housing	omic Opportunity inability
Location/Target Area City of Waterford: La Gall	ina Aveue		,
Objective Number	Project ID (HUD Activity #):	Funding Sources:	
HUD Matrix Code 03 Public Facilities & Improvement	CDBG Citation 570.201(c)	CDBG ESG HOME	\$124,205
Type of Recipient Household	CDBG National Objective 570.208(a)(1)	HOPWA Total Formula	
Start Date (mm/dd/yyyy) 07-01-14	Completion Date (mm/dd/yyyy) 06-30-17	Prior Year Funds Assisted Housing	r — private no describito de la constitui del montendente
Performance Indicator People	Annual Units	PHA Other Funding	s may as the consequence of the
Local ID	Units Upon Completion 217	Total	
The primary purpose of the project Persons with Disabilities Public i	is to help: 🔀 Low/Moderate Income Househo	olds/Individuals  the Homeless	Persons with HIV/AIDS

Priority Need Public Services – CDBG	anislaus County		
Project Title American Red Cross – En	nergency Services		
justifiable unexpected even help to insure that very it targeted communities have case assessment to determ resource contacts, referral	ency Response Shelter Services Progent that makes a home uninhabitable low, low and moderately low-income access to safe emergency motel since level of service needed, which is, recovery/relocation plans, emotion response and recovery case man	e (tree, vehicle collision, one households within the shelter. Additional service in include access to food, onal support systems and	etc.). CDBG funding will be Stanislaus Consortium bes include individualized clothing and community follow-up. This progran
	•	•	nomic Opportunity ainability
Objective Number	Project ID (HUD Activity #):	Funding Sources:	-H-1
HUD Matrix Code 05Q Subsistence Payments	CDBG Citation 570.201(e)	CDBG ESG HOME	\$9,072
1 dylliolida	1		
Type of Recipient People (General)	CDBG National Objective LMC	HOPW <b>A</b> Total Formula	Professional Company of the Company
Type of Recipient	·		

# Table 3C

Jurisdiction's Name: Sta	anislaus County		
Priority Need Public Services – CDBG			
Project Title Court Appointed Special A	Advocates (CASA) – Direct Service	es	
foster care system. At-risk Superior Court to provide involved and makes indep makes all orders regarding outcomes for children. For in their lives. Independent	Foster care with case managers who a youth in the foster care system are advocacy services for children in deendent, informed recommendations the case. The dedication of CASA many abused children, their CASA research has demonstrated that children foster care and less likely to	referred to CASA by the ependency. The advocate on the child's behalf dire volunteers allows judges a volunteer will be the ondern with a CASA volunteer.	Stanislaus County e works with everyone etly to the Judge who to ensure successful e constant adult presence
Outcome category:	_	_	nomic Opportunity tainability
	_	Fordability Sust	
Outcome category:   Location/Target Area  Stanislaus Urban County	Availability/Accessibility	Funding Sources: CDBG ESG HOME	
Outcome category:   Location/Target Area Stanislaus Urban County Objective Number HUD Matrix Code 05D Youth Services	Availability/Accessibility	Funding Sources: CDBG ESG	tainability

	Listing of Pro	ojects	
Jurisdiction's Name: St Priority Need Public Services – CDBG	anislaus County		
Project Title Center for Human Service	es Ceres Partnership for Healthy (	Children	
(food, clothing, utility ass from the Ceres area thro Center provides case man Safety, Community Serv Development Assessment need of emergency assists	Ceres Partnership for Healthy Clistance, baby supplies, transportation ugh their Concrete Support in Tiagement services to families referrices Agency, local businesses, to determine need and to help with a Family Apporary Assistance for Needy Family	on vouchers, hygiene neemes of Need Program.  ed from Ceres Unified Soor self-referred. Familieth future family goal plantdoordet to access other	eds) to low-income familie CPHC's Family Resource chool District, Ceres Publices will receive a Familianning. Families that are in programs such as housing.
Outcome category:   Location/Target Area	_	_	onomic Opportunity istainability
Objective Number	Project ID (HUD Activity #):	Funding Sources:	
III ID Matrix Code	CDBG Citation	CDBG ESG	\$16,000
HUD Matrix Code 05Q Subsistence	570.201(e)	HOME	
Payments		HOPWA	
Type of Recipient	CDBG National Objective	Total Formula	
People (General)	LMC	Prior Year Funds	or .   magga-pappa-pan-pan-pan-pan-pan-pan-pan-pan-
Start Date (mm/dd/yyyy) 07-01-14	Completion Date (mm/dd/yyyy) 06-30-15	Assisted Housing	managapan na 1
Performance Indicator	Annual Units	PHA	-alta -alt
Persons Served	120	Other Funding Total	
Local ID	Units Upon Completion	10(4)	
The primary purpose of the project	is to help: X Low/Moderate Income Househ	olds/Individuals  the Homeles	s Persons with HIV/AIDS

Persons with Disabilities Public Housing Needs

Priority Need Neighborhood Revitalizati	ion Strategy Area (Parklawn) - Pub	lic Services – CDBG	
Project Title Center for Human Service	s – Ceres Partnership for Healthy C	Children Parklawn Program	1
-	Partnership for Healthy Children blacement assistance and recreation d.		_
Outcome category:   Location/Target Area Parklawn Neighborhood	Availability/Accessibility  A	_	omic Opportunity ninability
Outcome category:   Location/Target Area Parklawn Neighborhood  Objective Number	•	ffordability	**
Outcome category:   Location/Target Area Parklawn Neighborhood	Availability/Accessibility  A	ffordability 🔲 Susta	**
Outcome category:   Location/Target Area Parklawn Neighborhood  Objective Number  HUD Matrix Code 05 General Public	Availability/Accessibility	ffordability	ninability
Outcome category:   Location/Target Area Parklawn Neighborhood  Objective Number  HUD Matrix Code 05 General Public Services Type of Recipient	Availability/Accessibility	Funding Sources: CDBG ESG HOME HOPWA	Sanda Harana Andrews A
Outcome category:  Location/Target Area Parklawn Neighborhood  Objective Number  HUD Matrix Code 05 General Public Services Type of Recipient People (General)  Start Date (mm/dd/yyyy)	Availability/Accessibility	Funding Sources: CDBG ESG HOME HOPWA Total Formula Prior Year Funds	inability

Jurisdiction's Name: Sta Priority Need Public Services – CDBG	anislaus County		
Project Title Center for Human Service	s - Oakdale Family Resource Cente	er	
utility bills, food, clothing their Crisis Support progrestrength-based assessment The goal is to increase ex	and families from Oakdale, Valley temporary shelter and mental head arm at the Oakdale Family Resources, an empowerment plan with goal ach resident's capacity to become concrete support for basic and emergence.	th or alcohol and drug cone Center (FRC). A Family, resource and referrals as a healthy and productive	unseling services throug ly Advocate will provid nd other needed services
Outcome category:		fordability Sust	nomic Opportunity ainability  orporated Stanislaus
Objective Number	Project ID (HUD Activity #):	Funding Sources:	\$14,000
HUD Matrix Code	Project ID (HUD Activity #):  CDBG Citation 570.201(e)	Funding Sources: CDBG ESG HOME HOPWA	\$14,000
HUD Matrix Code 05Q Subsistence Payments Type of Recipient	CDBG Citation 570.201(e) CDBG National Objective	CDBG ESG HOME HOPWA Total Formula	
HUD Matrix Code 05Q Subsistence Payments	CDBG Citation 570.201(e)	CDBG ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing	
HUD Matrix Code 05Q Subsistence Payments Type of Recipient People (General) Start Date (mm/dd/yyyy)	CDBG Citation 570.201(e)  CDBG National Objective LMC Completion Date (min/dd/yyyy)	CDBG ESG HOME HOPWA Total Formula Prior Year Funds	

Priority Need Public Services – CDBG			
Project Title Center for Human Service	s – Westside Family Resource Cent	rer	
intervention, utility assists need residing on the West work with a case manag- receive the utility assista emergency food bag and needs, CHS will work with	eman Family Resource Centers vance, emergency food, and resource side of the County. Families and interest to complete a three session Burnees. Families and individuals in would be referred to our nutrition of community partners on the Wests or low income residents seeking ser	e and referral services for dividuals that are in need dget and Financial Plans need of emergency food classes to help address and ide to maximize the number	or low-income families in l of utility assistance mus- ning Training in order to d can receive a one-time ny future emergency food
	_	-	nomic Opportunity tainability
Outcome category:   Location/Target Area	_	fordability Sus	tainability
Outcome category:   Location/Target Area	Availability/Accessibility	fordability Sus	tainability
Outcome category:   Location/Target Area Patterson, Newman, West Objective Number	Availability/Accessibility Af	fordability Sussorporated Stanislaus Cou	nty
Outcome category:   Location/Target Area Patterson, Newman, West Objective Number  HUD Matrix Code 05Q Subsistence	Availability/Accessibility	Fordability Sustantislaus Courorporated Stanislaus Courons Courons Cources:  CDBG ESG HOME	nty
Outcome category:   Location/Target Area Patterson, Newman, West  Objective Number  HUD Matrix Code 05Q Subsistence Payments Type of Recipient	Availability/Accessibility	Fordability Sustantial Sustantial Sustantial Sustantial Sustantial Surces:  CDBG ESG HOME HOPWA Total Formula	nty
Outcome category:   Location/Target Area Patterson, Newman, West  Objective Number  HUD Matrix Code 05Q Subsistence Payments Type of Recipient People (General)  Start Date (mm/dd/yyyy)	Availability/Accessibility	Fordability Sustantislaus Country  Funding Sources: CDBG ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing	nty

Public Services – CDBG			
Project Title Children's Crisis Center -	Ceres Respite Shelter Program		
overnight shelter, and spec stemming from exposure to are likely to be frightened, they face an increased ri- mental health afflictions a each child's physical, emo- early child development,	n, located at a new site in the city cialized care to young children, ago to domestic violence, substance ab suffering poor hygiene and displask for further abuse, chronic illustrational and therapeutic needs. This potional and therapeutic needs. Thes disaster preparedness, and crispmental advancement. Behaviora	e newborn to 6 years, who use, poverty, mental illnessying disrupted developments, developmental delays roject will employ special e caregivers will have been is intervention. Caregivel screenings, health examples are serious and screenings.	have undergone traumases or homelessness. They not. Without intervention, s, emotional disturbance, ized caregivers to tend to en educated and trained in ers will focus on early
assessments will be facilit	ated and administered on-site throu		nomic Opportunity
Objective category:  Outcome category:  Location/Target Area: Ceres and surrounding uni	Suitable Living Environment	cent Housing	nomic Opportunity rainability
Objective category:  Outcome category:  Location/Target Area:	Suitable Living Environment	cent Housing	rainability
Objective category:  Outcome category:  Ceres and surrounding uni Objective Number  HUD Matrix Code 05N Abused &	Suitable Living Environment	cent Housing	
Objective category:  Outcome category:  Ceres and surrounding uni Objective Number  HUD Matrix Code 05N Abused & Neglected Children Type of Recipient	Suitable Living Environment De Availability/Accessibility A ncorporated County areas.  Project ID (HUD Activity #):	cent Housing	\$15,000
Objective category:  Outcome category:  Ceres and surrounding uni Objective Number  HUD Matrix Code 05N Abused & Neglected Children	Suitable Living Environment De Availability/Accessibility A ncorporated County areas.  Project ID (HUD Activity #):  CDBG Citation 570,201(e)  CDBG National Objective	Funding Sources: CDBG ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing	\$15,000
Objective category:  Outcome category:  Ceres and surrounding uni Objective Number  HUD Matrix Code 05N Abused & Neglected Children Type of Recipient People (General) Start Date (mm/dd/yyyy)	Suitable Living Environment De Availability/Accessibility A ncorporated County areas.  Project ID (HUD Activity #):  CDBG Citation 570.201(e)  CDBG National Objective LMC  Completion Date (mm/dd/yyyy)	cent Housing	\$15,000

Public Services – CDBG			
Project Title Healthy Aging – Young at	Heart Program		
education outreach to sen Patterson and Newman. T Education and Outreach programs are designed to conditions by providing of and at-risk seniors and d	gat Heart" Program provides strengtions 62 and over in the cities Oakda The classes are provided two to the will also be provided to other units improve the prevention, early incommunity-based health and wellnessabled individuals at no cost. The educe the barriers to participation by	ale, Waterford, Hughson, ree times a week in the a incorporated areas within tervention, treatment and ess resources for Stanislate classes are available in	Ceres, Grayson/Westley bove listed cities. Health Stanislaus County. The management of chronicus County's low-income multiple neighborhood
· -	<del>-</del>		nomic Opportunity ainability
Objective Number	Project ID (HUD Activity #):	Funding Sources:	
	<u> </u>	CDBG	

Neighborhood Revitalizat	ion Strategy Area (Airport) - Public	Services – CDBG	
Project Title Healthy Start – Airport Fa	mily Resource Center		
their families in the unit designated Neighborhood School students and their such as crisis interventi	rce Center will provide supportive ncorporated portions of the Airp Revitalization Strategy Areas. Ca families to provide access and ref on, job and education training, ce enrollment assistance, or mental	ort Neighborhood, which use managers work with Or ferrals to needed resources food insecurity, access	is one of the county' rville Wright Elementar revolving around issue
Outcome category:	<u> </u>	<u> </u>	omic Opportunity ainability
Outcome category:   Location/Target Area	<u> </u>	•	
Outcome category:   Location/Target Area Airport Neighborhood  Objective Number	Availability/Accessibility  A	ffordability	
Outcome category:   Location/Target Area Airport Neighborhood  Objective Number  HUD Matrix Code 05 General Public Services Type of Recipient	Availability/Accessibility	Funding Sources: CDBG ESG HOME HOPWA	ainability
Outcome category:   Location/Target Area Airport Neighborhood  Objective Number  HUD Matrix Code 05 General Public Services Type of Recipient	Availability/Accessibility	Funding Sources: CDBG ESG HOME	ainability
Outcome category:   Location/Target Area Airport Neighborhood  Objective Number  HUD Matrix Code 05 General Public Services  Type of Recipient People (General)  Start Date (mm/dd/yyyy)	Availability/Accessibility	Funding Sources: CDBG ESG HOME HOPWA Total Formula	\$10,000

Priority Need Public Services – CDBG			
<b>Project Title</b> Howard Training Center –	- Senior Meals Program		
62 years and older residing their home due to emotion available in seven Urbang Westley-Grayson. The Coremain engaged in the conincome, ethnic minority, individuals. Meals provided in the minority of the contract of the co	Meal Program provides fresh hot or g within eligible Stanislaus Urban ( anal or health problems a meal is d a County locations: Oakdale, New Congregate Meal Sites offer a nutri mmunity. The Senior Meal Progra frail elderly and individuals wi ided to seniors help them remain to remain independent. Each meal	County areas. For seniors elivered to their door. Coman, Hughson, Patterso itious hot meal, socialization targets seniors in the the disabilities, and rura healthy, regain health at provides 1/3rd the daily no budget, while receiving	who are not able to leave Congregate Meal Sites are n, Ceres, Waterford, and tion, and opportunities to following categories: low I and otherwise isolated fter an illness/injury, and attritional requirements for g a well-balanced meal
health problems and remaions.	Suitable Living Environment De	cent Housing	ment strategies to addres nomic Opportunity tainability
health problems and remain Objective category:  Outcome category:  Location/Target Area	in healthy.  Suitable Living Environment De	cent Housing	nomic Opportunity
health problems and remain Objective category:  Outcome category:  Cocation/Target Area Stanislaus Urban County Objective Number	in healthy.  Suitable Living Environment De  Availability/Accessibility Da	cent Housing	nomic Opportunity
health problems and remain Objective category:  Outcome category:  Cocation/Target Area Stanislaus Urban County Objective Number HUD Matrix Code	in healthy.  Suitable Living Environment De Availability/Accessibility Ale Ale Project ID (HUD Activity #):  CDBG Citation 570.201(e)	rent Housing	nomic Opportunity tainability
Objective category:  Outcome category:  Cocation/Target Area Stanislaus Urban County Objective Number HUD Matrix Code OSA Senior Services	in healthy.  Suitable Living Environment De Availability/Accessibility At Project ID (HUD Activity #):	Funding Sources: CDBG ESG HOME	nomic Opportunity tainability \$14,000
Objective category:  Outcome category:  Outcome category:  Ocation/Target Area Stanislaus Urban County Objective Number HUD Matrix Code O5A Senior Services Type of Recipient	in healthy.  Suitable Living Environment De Availability/Accessibility Ale Ale Project ID (HUD Activity #):  CDBG Citation 570.201(e)	Funding Sources: CDBG ESG HOME HOPWA	nomic Opportunity tainability
Objective category:  Outcome category:  Outcome category:  Ocation/Target Area Stanislaus Urban County Objective Number HUD Matrix Code O5A Senior Services Type of Recipient People (General)	in healthy.  Suitable Living Environment De Availability/Accessibility Ale	Funding Sources: CDBG ESG HOME HOPWA Total Formula	nomic Opportunity tainability
Objective category:  Outcome category:  Cocation/Target Area Stanislaus Urban County Objective Number HUD Matrix Code 05A Senior Services Type of Recipient People (General) Start Date (mm/dd/yyyy)	in healthy.  Suitable Living Environment De Availability/Accessibility Ale Ale Availability/Accessibility Ale Ale Ale Availability/Accessibility Ale Ale Ale Availability/Accessibility Ale Ale Ale Availability/Accessibility Ale Ale Ale Availability/Accessibility Ale	Funding Sources: CDBG ESG HOME HOPWA Total Formula Prior Year Funds	nomic Opportunity tainability
Objective category:  Outcome category:  Outcome category:  Ocation/Target Area Stanislaus Urban County Objective Number HUD Matrix Code O5A Senior Services Type of Recipient People (General) Start Date (mm/dd/yyyy) 07-01-14	In healthy.  Suitable Living Environment De Availability/Accessibility Ale Ale Availability/Accessibility Ale Availability/Accessibility Ale Ale Ale Availability/Accessibility Ale Ale Availability/Accessibility Ale	Funding Sources: CDBG ESG HOME HOPWA Total Formula	nomic Opportunity tainability
Objective category:  Outcome category:  Outcome category:  Cocation/Target Area Stanislaus Urban County Objective Number HUD Matrix Code 05A Senior Services Type of Recipient People (General) Start Date (mm/dd/yyyy) 07-01-14 Performance Indicator	In healthy.  Suitable Living Environment De Availability/Accessibility Ale Availability/Accessibility	Funding Sources: CDBG ESG HOME HOPWA Total Formula Prior Year Funds	nomic Opportunity tainability
health problems and remain the control of the category:   Outcome category:   Location/Target Area  Stanislaus Urban County	In healthy.  Suitable Living Environment De Availability/Accessibility Ale Ale Ale Availability/Accessibility Ale Ale Ale Availability/Accessibility Ale Ale Availability/Accessibility Ale	Funding Sources: CDBG ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing	nomic Opportunity tainability

Neighborhood Revitalizat	ion Strategy Area (Airport) - Public	Services – CDBG	
Project Title Parent Resource Center –	Airport Neighborhood Partnership		
focused services to the Revitalization Strategy Ar education and supportive School and Wright Start-I parent education group, in	nter's (PRC) Airport Neighborhood Airport Neighborhood, which is eas. PRC brings 18 years of expert services to their collaborative site Healthy Start. The CDBG Public Statensive case management service parent education provided uses	one of the County's desise in providing intensive ca shared between PRC, Orv Services funds will provide and onsite childcare while	signated Neighborhood ase management, parentille Wright Elementar resources to facilitate le parents attend paren
Objective category:	Suitable Living Environment	cent Housing 🔲 Econor	mic Opportunity
Outcome category:   Location/Target Area Airport Neighborhood	Availability/Accessibility	ffordability	
Outcome category:   Location/Target Area	2	_	
Outcome category:   Location/Target Area Airport Neighborhood  Objective Number  HUD Matrix Code 05 General Public Services Type of Recipient	Availability/Accessibility	Funding Sources: CDBG	nability
Outcome category:   Location/Target Area Airport Neighborhood  Objective Number  HUD Matrix Code 05 General Public Services	Availability/Accessibility	Funding Sources: CDBG ESG HOME HOPWA Total Formula Prior Year Funds	nability
Outcome category:   Location/Target Area Airport Neighborhood  Objective Number  HUD Matrix Code 05 General Public Services  Type of Recipient People (General)  Start Date (mm/dd/yyyy)	Availability/Accessibility	Funding Sources: CDBG ESG HOME HOPWA Total Formula	\$10,000

Public Services – CDBG			
Project Title Salvation Army – Child D	evelopment Program		
risk low-income children a year-round from 6:45 am	I Development Center in Modesto pages 2 – 6 years of age. The prograTO 5:30 pm Monday thru Friday. It loor activities help the children to a	m can serve up to 60 chi Children are guided thro	ldren per day and operate ough group and individua
• • •	_	_	nomic Opportunity
Outcome category:   Location/Target Area: South Modesto	Availability/Accessibility	Fordability Sus	tainability
Location/Target Area:	Project ID (HUD Activity #):	Funding Sources:	tamability
Location/Target Area: South Modesto  Objective Number  HUD Matrix Code		Funding Sources: CDBG	
Location/Target Area: South Modesto  Objective Number  HUD Matrix Code 05L Child Care Services	Project ID (HUD Activity #):  ESG Citation 576.21(e)	Funding Sources: CDBG ESG	
Cocation/Target Area: South Modesto  Objective Number  HUD Matrix Code 05L Child Care Services Type of Recipient	Project ID (HUD Activity #):  ESG Citation 576.21(e)  CDBG National Objective	Funding Sources: CDBG ESG HOME	
Location/Target Area: South Modesto  Objective Number  HUD Matrix Code 05L Child Care Services Type of Recipient People (General)	Project ID (HUD Activity #):  ESG Citation 576.21(e)  CDBG National Objective LMC	Funding Sources: CDBG ESG HOME HOPWA	
Cocation/Target Area: South Modesto  Objective Number  HUD Matrix Code 05L Child Care Services Type of Recipient People (General)  Start Date (mm/dd/yyyy)	Project ID (HUD Activity #):  ESG Citation 576.21(e)  CDBG National Objective LMC  Completion Date (mm/dd/yyyy)	Funding Sources: CDBG ESG HOME HOPWA Total Formula	\$14,000
Cocation/Target Area: South Modesto  Objective Number  HUD Matrix Code 05L Child Care Services Type of Recipient People (General) Start Date (mm/dd/yyyy) 07-01-14	Project ID (HUD Activity #):  ESG Citation 576.21(e)  CDBG National Objective LMC  Completion Date (mm/dd/yyyy) 06-30-15	Funding Sources: CDBG ESG HOME HOPWA Total Formula Prior Year Funds	
Cocation/Target Area: South Modesto  Objective Number  HUD Matrix Code 05L Child Care Services Type of Recipient People (General)  Start Date (mm/dd/yyyy)	Project ID (HUD Activity #):  ESG Citation 576.21(e)  CDBG National Objective LMC  Completion Date (mm/dd/yyyy)	Funding Sources: CDBG ESG HOME HOPWA Total Formula	\$14,000

Persons with Disabilities Public Housing Needs

	Listing of Pro	ects	
Jurisdiction's Name: Sta Priority Need	anislaus County		
Public Services – CDBG			
Project Title Salvation Army – Homele	ss Meals Program		
families, seniors, and hom kitchen manager/cook and low income individuals wl prepares 25 noon meals fo	meless Meals Program provides hot eless individuals on a daily basis, staff begin preparing the Noon Me ho are in need of a meal. During the r clients who are "at home" and not 00 meals are served yearly.	Each morning, Monday the als Program designed to fe the preparation of this program	rough Friday, the ed the homeless and am, the Cook also
- 0 -	_	_	omic Opportunity únability
Location/Target Area: South Modesto			
Objective Number	Project ID (HUD Activity #):	Funding Sources:	CO-CH-MILCO-CH-H-H-H-H-H-H-M-C-CH-CH-CH-CH-H-H-H-H-
HUD Matrix Code 05W Food Banks Type of Recipient People (General)	ESG Citation 576.21(e) CDBG National Objective LMC	CDBG ESG HOME HOPWA	\$12,805
Start Date (mm/dd/yyyy) 07-01-14	Completion Date (mm/dd/yyyy) 06-30-15	Total Formula Prior Year Funds	
Performance Indicator Persons Served Local ID	Annual Units 480 Units Upon Completion	Assisted Housing PHA Other Funding Total	

Public Services – CDBG	<u></u>	<del></del>	
Project Title Salvation Army Red Shiel	ld – Tutoring & Mentoring Program		
additional help with their l be brought to the areas wh the children work on level	ncome children attending the Red Shomework. Each student enrolled in here each student needs the most ass appropriate packets of work that has students participating in the program	n the program receives an istance. In the case wher ave been prepared by a lic	assessment so focus can e no homework is given, ensed teacher. The
	_	_	nomic Opportunity tainability
Objective Number	Project ID (HUD Activity #):	Funding Sources:	
Sojective I tullioci	ESG Citation 576.21(e)	CDBG ESG	\$19,812

Public Services – CDBG			_
Project Title Second Harvest – Food As	ssistance Program		
This program is currently Patterson, Waterford, and the Food Bank to select process, and fresh fruits and the select process.	gram interacts with non-profit chart y serving 22 non-profit organizate the unincorporated cities of Stani- packaged groceries, canned fruits a d vegetables. Through the Food A d distribute a large quantity and of l non-profit charities.	tions in the Cities of Costaus County. Each non- and vegetables, cereals an Assistance program, Secon	eres, Newman, Oakdale profit organization visits d breads, dairy products nd Harvest Food Bank is
		_	nomic Opportunity ainability
·			

Priority Need Public Services – CDBG			
Project Title Second Harvest – Food fo	r 4 Thought Program		
children and offers them to programs at local schools can more consistently rea programs each week and if child a 15-18 pound bag	ogram is an innovative program to the incentive to improve their acade, community centers, and Give Eventhis most vulnerable of popula for their participation in the after self of nutritious supplemental groceries and vegetables, canned fruits and s for parents.	emic skills. By operating ery Child A Chance tutor tions. Children participa nool studies, Second Harves twice a month. Each	through existing tutoria ring centers, this program te in after school tutoria test Food Bank gives each bag contains staples like
-	_	_	nomic Opportunity
Outcome category:   Location/Target Area Stanislaus Urban County	Availability/Accessibility	ffordability	tainability
Location/Target Area	Availability/Accessibility	•	tainability
Location/Target Area Stanislaus Urban County		Funding Sources: CDBG ESG HOME	\$18,000
Location/Target Area Stanislaus Urban County Objective Number HUD Matrix Code 05W Food Banks	Project ID (HUD Activity #):  CDBG Citation 570.201(e)	Funding Sources: CDBG ESG	The state of the s

Priority Need Public Services – CDBG			
Project Title United Samaritans Founda	ation – Daily Bread Mobile Lunch F	Program (Hughson)	
• –	itious lunch five days a week, 52 vin and near the communities of Wat	-	
Outcome category:   Location/Target Area	_	ffordability Sust	nomic Opportunity ainability slaus County.
Objective Number  HUD Matrix Code 05W Food Banks Type of Recipient People (General) Start Date (mm/dd/yyyy) 07-01-14 Performance Indicator Persons Served	Project ID (HUD Activity #):  CDBG Citation 570.201(e)  CDBG National Objective LMC  Completion Date (mm/dd/yyyy) 06-30-15  Annual Units 134  Units Upon Completion	Funding Sources: CDBG ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing PHA Other Funding	\$12,805

Total Called Co. No. No. 100 Called C			
Jurisdiction's Name: Sta Priority Need Public Services – CDBG	anislaus County		
Project Title We Care – Emergency Co	ld Weather Shelter		
of 18 throughout Stanislav individuals a night during March 31, 2014, seven d	CP) Emergency Cold Weather Shous County. The WCP's Cold Weather Shous the worst part of the winter. The ays a week from 6:30 p.m. to 8:0 ations, clubs, individual families, and	her Shelter has the capaci le Shelter will operate fro 0 a.m. Nutritious meals	ity to shelter 34 homeles om December 1, 2013 to are provided nightly b
	5	_	nomic Opportunity
Outcome category:   Location/Target Area Patterson, and surrounding	Availability/Accessibility	fordability Sust	nomic Opportunity
Outcome category:   Location/Target Area Patterson, and surrounding Objective Number  HUD Matrix Code 03T Operating Costs	Availability/Accessibility	ffordability	\$16,000
Outcome category:   Location/Target Area Patterson, and surrounding Objective Number  HUD Matrix Code	Availability/Accessibility	ffordability	tainability

Priority Need N/A			
Project Title ESG Program Administrat	tion		
enforcing grantee and sub- reporting, and implementi	m administration will be conducted grantee compliance with programming the program in accordance with also be utilized for program develop	natic regulations in terms standard policies and pro-	of recordkeeping, cedures. ESG program
Objective category:   S			omic Opportunity
Outcome category:	Availability/Accessibility	ordability	inability
Outcome category:	Availability/Accessibility	Funding Sources:	inaotiity
Outcome category:   A  Location/Target Area:  Stanislaus Urban County			\$12,868
Dutcome category:   A  Location/Target Area: Stanislaus Urban County  Objective Number  HUD Matrix Code	Project ID (HUD Activity #): ESG Citation	Funding Sources: CDBG ESG HOME HOPWA	palace_que el tempe de regis de federal fel del finalmente de la company de fe
Dutcome category:   A  Location/Target Area: Stanislaus Urban County  Objective Number  HUD Matrix Code HESG Admin Type of Recipient N/A  Start Date (mm/dd/yyyy)	Project ID (HUD Activity #):  ESG Citation 576.108  CDBG National Objective	Funding Sources: CDBG ESG HOME	participant to the property to the file of the summander to the summander
Dutcome category:   Location/Target Area: Stanislaus Urban County  Objective Number  HUD Matrix Code HESG Admin  Type of Recipient	Project ID (HUD Activity #):  ESG Citation 576.108  CDBG National Objective N/A  Completion Date (mm/dd/yyyy)	Funding Sources: CDBG ESG HOME HOPWA Total Formula	palace_que el tempe de regis de federal fel del finalmente de la company de fe

Priority Need			
Public Services – ESG			
Project Title Children's Crisis Center -	Oakdale Respite Shelter Program		
infant and toddlers from Hughson. This project will are victims of domestic vinfants and toddlers from economic challenges, who abuse, poverty, mental illu- young child's physical, er	nelter opportunities and specialized in the communities of Oakdale, Vall offer emergency shelter and prote violence, familial abuse, and/or ho im families living in low income to have undergone traumas stemminess or homelessness. This project motional and therapeutic needs. Car	Waterford, Valley Home ctive care to children, ago melessness. This target per households, experiencing from exposure to don will employ specialized regivers will have advance.	Hickman, Empire, and newborn to 3 years, who population will consist of ing numerous social and nestic violence, substance caregivers to tend to each education and training vers will focus on earl
objective category:	spinental advancement. Behavioral atted and administered on-site through a suitable Living Environment De Availability/Accessibility Definition	l screenings, health ex gh this project.	ams, and developmenta
objective category:	pmental advancement. Behavioral ated and administered on-site throu	l screenings, health ex gh this project.	nomic Opportunity
objective category:  Coutcome category:  Coutc	ppmental advancement. Behavioral atted and administered on-site throuse Suitable Living Environment De Availability/Accessibility Daffey Home, Hickman, Empire, and Hurbon Project ID (HUD Activity #):	l screenings, health exigh this project.  cent Housing	nomic Opportunity ainability
objective category:  Cocation/Target Area Oakdale, Waterford, Valle	ppmental advancement. Behavioral ated and administered on-site throuse Suitable Living Environment De Availability/Accessibility Daffey Home, Hickman, Empire, and His Project ID (HUD Activity #):	l screenings, health exigh this project.  cent Housing	nomic Opportunity ninability
objective category:  Coutcome category:  Coutc	ppmental advancement. Behavioral ated and administered on-site throuse Suitable Living Environment De Availability/Accessibility Affice Home, Hickman, Empire, and Hickman, Empire, and Hickman Stronger De Company (Hud):  ESG Citation 576.102  CDBG National Objective	l screenings, health exigh this project.  cent Housing	nomic Opportunity
intervention, and develor assessments will be facility  Objective category:   Outcome category:   Location/Target Area Oakdale, Waterford, Valle  Objective Number  HUD Matrix Code HESG Shelter Type of Recipient People (General)  Start Date (mm/dd/yyyy)	ppmental advancement. Behavioral ated and administered on-site throuse Suitable Living Environment De Availability/Accessibility Daff Project ID (HUD Activity #):  ESG Citation 576.102  CDBG National Objective LMC  Completion Date (mm/dd/yyyy)	l screenings, health exigh this project.  cent Housing	nomic Opportunity ninability

Priority Need Public Services – ESG			
Project Title HMIS – Homeless Manag	ement Information System (HMIS)	Internship	
complete HMIS data entre reports, completing data engagement to encourage a quality and participation a be used to purchase HMI	t will involve training low-income y, and monitor for data quality. Use analysis, providing training to of HMIS participation. This overall go and to create one new job within the IS user licenses if necessary. The other various HMIS tasks as needed	Itimately this position wanther HMIS users and coal of this HMIS program e Stanislaus Urban Coun intern(s) placed in this	ill include running HMIS conducting outreach and is to improve HMIS dat ty. This funding will als
		ordability 🗍 Susta	nomic Opportunity inability
Outcome category:   A  Location/Target Area  Serves entire County	Availability/Accessibility  Aff	The state of the s	
Dutcome category:   Location/Target Area Serves entire County  Objective Number  HUD Matrix Code	Availability/Accessibility  Aff  Project ID (HUD Activity #):  ESG Citation	Funding Sources: CDBG ESG HOME HOPWA	inability
Dutcome category:   Location/Target Area Serves entire County  Objective Number  HUD Matrix Code HESG HMIS Type of Recipient	Project ID (HUD Activity #):  ESG Citation 576.107  CDBG National Objective	Funding Sources: CDBG ESG HOME	inability
Dutcome category:   Location/Target Area Serves entire County  Objective Number  HUD Matrix Code HESG HMIS Type of Recipient People (General)  Start Date (mm/dd/yyyy)	Project ID (HUD Activity #):  ESG Citation 576.107  CDBG National Objective LMC  Completion Date (mm/dd/yyyy)	Funding Sources: CDBG ESG HOME HOPWA Total Formula	inability

Priority Need Public Services – ESG			
Project Title Community Housing and	Shelter Services – Homeless Prever	ntion and Rapid Re-Housi	ng Program
services aimed at helping funding, case managers we risk for becoming homeles Managers who will determ	I Shelter Services (CHSS) will programilies at imminent risk of lower ork with families who are lacking rest to maintain and stabilize housing mine family eligibility, assess house kills training, connect participants their Housing Plan.	sing their housing avoid esources and support net . All HPRP participants sing barriers, develop a I	eviction. Utilizing ESC works and who are at high will be monitored by Case Housing Plan, offer renta
		The second secon	nomic Opportunity inability
		The second secon	
Outcome category: 🛛 A		The second secon	
Outcome category:   Location/Target Area Stanislaus Urban County	Availability/Accessibility	CDBG	mability
Dutcome category:   Location/Target Area Stanislaus Urban County  Objective Number  HUD Matrix Code	Availability/Accessibility  Affi	CDBG ESG HOME	mability
Dutcome category:   Location/Target Area Stanislaus Urban County  Objective Number  HUD Matrix Code HESG RR/HP  Type of Recipient	Project ID (HUD Activity #):  ESG Citation 576.103-106 CDBG National Objective	CDBG ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing	mability
Outcome category:   Location/Target Area Stanislaus Urban County  Objective Number  HUD Matrix Code HESG RR/HP Type of Recipient People (General)  Start Date (mm/dd/yyyy)	Project ID (HUD Activity #):  ESG Citation 576.103-106  CDBG National Objective LMC  Completion Date (mm/dd/yyyy)	CDBG ESG HOME HOPWA Total Formula Prior Year Funds	mability

Priority Need Public Services – ESG			
Project Title Community Housing and	Shelter Services – Santa Fe Project		
House, from the Housing families during the inclen related public services th After families exit Santa becoming stably housed. ( wages and new job opport	Shelter Services (CHSS) is leasing Authority of the County of Standard winter months. In addition to at will assist the household in att. Fe House, rental assistance will One of the main goals of the programities for low-income households to WorkNet to provide on the job transport with the standard standard with the standard	slaus, to allow Transition shelter, this program with aining permanent housing be provided as needed are is create pathways the participating in the program is the program in the program is the program in the program is created and in the program is the program in the program in the program is the program in the program is the program in the program in the program in the program is the program in the program	onal Shelter for homeless ill provide counseling and ing and new employment to assist the families to at lead to increased skills am. The program intends &/or Project YES) as the
program participant's purs  Objective category:	sue permanent housing opportunitie  Suitable Living Environment   De	cent Housing	nomic Opportunity inability
oppogram participant's purs  Objective category:   Outcome category:   Location/Target Area	sue permanent housing opportunitie  Suitable Living Environment   De	cent Housing	nomic Opportunity sinability
Objective category:  Outcome category:   Location/Target Area Stanislaus Urban County	Suitable Living Environment De	cent Housing	nomic Opportunity
Objective category:  Outcome category:  Cocation/Target Area Stanislaus Urban County Objective Number HUD Matrix Code	Suitable Living Environment De Availability/Accessibility Affi	cent Housing	nomic Opportunity sinability
Objective category:  Dutcome category:  Location/Target Area Stanislaus Urban County Objective Number HUD Matrix Code HESG RR & Shelter Type of Recipient	Suitable Living Environment Decayailability/Accessibility Affi	cent Housing	nomic Opportunity sinability
Objective category:  Dutcome category:  A  Location/Target Area  Stanislaus Urban County  Objective Number  HUD Matrix Code HESG RR & Shelter  Type of Recipient People (General)  Start Date (mm/dd/yyyy)	Suitable Living Environment Decayailability/Accessibility Affi	cent Housing	nomic Opportunity sinability

Priority Need Public Services – ESG			
Project Title Family Promise – Shelter	for Homeless Families		
them the opportunity to r access to a Day Center wh from the Day Center to th	nise of Greater Modesto provides remain together. In addition to over nich offers showers and laundry facing e shelter, Throughout their enrollment ers that impede their ability to remain	ernight shelter, enrolled filities, phone and internet ent in the program, Case I	families receive food and access and transportation
	Availability/Accessibility	ordability	nomic Opportunity inability
Dutcome category:   Location/Target Area Stanislaus Urban County  Objective Number  HUD Matrix Code	Availability/Accessibility	Funding Sources:	inability
Dutcome category:   Location/Target Area Stanislaus Urban County  Objective Number  HUD Matrix Code HESG Shelter  Type of Recipient	Availability/Accessibility	Funding Sources:	
Dutcome category:   Location/Target Area Stanislaus Urban County  Objective Number  HUD Matrix Code HESG Shelter	Project ID (HUD Activity #):  ESG Citation 576.102  CDBG National Objective	Funding Sources: CDBG ESG HOME	inability
Outcome category:   Location/Target Area Stanislaus Urban County  Objective Number  HUD Matrix Code HESG Shelter Type of Recipient People (General)  Start Date (mm/dd/yyyy)	Project ID (HUD Activity #):  ESG Citation 576.102  CDBG National Objective LMC  Completion Date (mm/dd/yyyy)	Funding Sources: CDBG ESG HOME HOPWA Total Formula	inability

Persons with Disabilities Public Housing Needs

	Ü	Jects	
Jurisdiction's Name: St Priority Need Public Services – ESG	anislaus County		
Project Title Salvation Army - Emerger	ncy Shelter		
Description:			
individuals who are unable citizens throughout Stanis the age of 18 and without homeless persons to sleep	mergency Shelter is a cold-weath le to find shelter elsewhere. The fa- slaus County. The Shelter's target dependents. The Emergency Shelt be each night. The ability to spend ess person who enters the shelter.	cility provides up to 100 population is adult home ter exists to provide a wa	beds per night to homeless eless persons who are over arm, dry, and safe place for
-	_	_	onomic Opportunity ainability
Outcome category:   Location/Target Area Stanislaus County  Objective Number	Availability/Accessibility	fordability Sust	
Outcome category:   Location/Target Area Stanislaus County  Objective Number  HUD Matrix Code	Availability/Accessibility	fordability Sust  Funding Sources:  CDBG	ainability
Outcome category:   Location/Target Area Stanislaus County  Objective Number  HUD Matrix Code HESG Shelter	Availability/Accessibility	fordability Sust	ainability
Outcome category:   Location/Target Area Stanislaus County  Objective Number  HUD Matrix Code HESG Shelter  Type of Recipient	Availability/Accessibility	Funding Sources: CDBG ESG	\$18,000
Outcome category:   Location/Target Area Stanislaus County  Objective Number  HUD Matrix Code HESG Shelter  Type of Recipient People (General)	Availability/Accessibility	Funding Sources: CDBG ESG HOME	\$18,000
Outcome category:   Location/Target Area Stanislaus County  Objective Number  HUD Matrix Code HESG Shelter  Type of Recipient	Availability/Accessibility	Funding Sources: CDBG ESG HOME HOPWA	\$18,000
Outcome category:   Location/Target Area Stanislaus County  Objective Number  HUD Matrix Code HESG Shelter Type of Recipient People (General) Start Date (mm/dd/yyyy)	Availability/Accessibility	Funding Sources: CDBG ESG HOME HOPWA Total Formula	\$18,000
Coation/Target Area Stanislaus County  Objective Number  HUD Matrix Code HESG Shelter Type of Recipient People (General)  Start Date (mm/dd/yyyy) 07-01-14	Availability/Accessibility	Funding Sources: CDBG ESG HOME HOPWA Total Formula Prior Year Funds	\$18,000
Cocation/Target Area Stanislaus County  Objective Number  HUD Matrix Code HESG Shelter Type of Recipient People (General) Start Date (mm/dd/yyyy) 07-01-14 Performance Indicator	Availability/Accessibility	Funding Sources: CDBG ESG HOME HOPWA Total Formula Prior Year Funds Assisted Housing	\$18,000

Priority Need Public Services – ESG			
Project Title We Care – Emergency Co	ld Weather Shelter		
Description:			
of 18 throughout Stanislavindividuals a night during March 31, 2014, seven d	VCP) Emergency Cold Weather She us County. The WCP's Cold Weath g the worst part of the winter. The lays a week from 6:30 p.m. to 8:0 ations, clubs, individual families, and	ner Shelter has the capac e Shelter will operate fr 0 a.m. Nutritious meals	ity to shelter 34 homeles om December 1, 2013 to s are provided nightly by
Objective category	Suitable Living Environment De	cent Housing	nomic Opportunity
Outcome category:   Cocation/Target Area Stanislaus County	Availability/Accessibility  Af	_	nomic Opportunity ainability
Outcome category:   Location/Target Area		fordability	
Outcome category:   Location/Target Area  Stanislaus County	Availability/Accessibility	Funding Sources: CDBG ESG	
Outcome category:   Location/Target Area Stanislaus County  Objective Number  HUD Matrix Code	Availability/Accessibility	Funding Sources:	ainability
Outcome category:   Location/Target Area Stanislaus County  Objective Number  HUD Matrix Code HESG Shelter Type of Recipient People (General) Start Date (mm/dd/yyyy)	Availability/Accessibility	Funding Sources: CDBG ESG HOME	ainability
Outcome category:   Location/Target Area Stanislaus County  Objective Number  HUD Matrix Code HESG Shelter Type of Recipient People (General)	Availability/Accessibility	Funding Sources: CDBG ESG HOME HOPWA Total Formula	ainability

### Table 3C Annual Action Plan 2014-2015

	Listing of Pr	ojects	
Jurisdiction's Name: St	anislaus County		
Priority Need Public Services – ESG			
Project Title We Care – Rapid Re-Hou	sing Program		
Description:			
children over the age of homeless individuals and assistance, rental and util Worknet will be provided housing plan created spec program participants at le program is to move ind sustainable, housing situated.  Objective category:	Suitable Living Environment	the area median income.  placement, rental application of the placement of	This project will assist a on fees, rental and utility as. Referrals to Alliance feet participants receive a case manager meets with progress. The goal of the sition into a permanent omic Opportunity
Outcome category:   Location/Target Area  Stanislaus County	Availability/Accessibility	ffordability 🔲 Sustai	nability
Objective Number	Project ID (HUD Activity #):	Funding Sources:	nhumahmanna nhos nuasans baladaas
HUD Matrix Code HESG RR	ESG Citation 576.104-106	CDBG ESG	\$29,420
Type of Recipient People (General)	CDBG National Objective LMC	HOME HOPWA	
Start Date (mm/dd/yyyy) 07-01-14	Completion Date (mm/dd/yyyy) 06-30-15	Total Formula Prior Year Funds	parameter in the parame
Performance Indicator Persons Served	Annual Units 5	Assisted Housing PHA	Additional and Application of Application (1) (1)
Local ID	Units Upon Completion	Other Funding Total	to another the design to the product of the control
e primary purpose of the project is	to help: 🔲 Low/Moderate Income Househo	lds/Individuals 🔀 the Homeless 🗌	Persons with HIV/AIDS

Persons with Disabilities Public Housing Needs

#### Appendix C -

- 1. Consolidated Plan Summary of Specific Housing/Community Development Objectives (pp. 154)
- 2. Homeless and Special Needs Populations: Continuum of Care Housing Gap Analysis (pp. 155)
- 3. Priority Housing Needs (pp. 156)
- 4. Special Needs/Non-Homeless (2007, 2008, 2009, 2010, 2011) (pp.157)
- 5. Continuum of Care Inventory of Facilities and Services for the Homeless (pp. 158)

#### Transition Table 2C

#### Consolidated Plan Period: FY 2012-2015

## Summary of Specific Housing/Community Development Objectives (Table 2A/2B Continuation Sheet)

Obj #	Specific Objectives	Sources of Funds	Performance Indicators	Expected Number	Actual Number	Outcome/ Objective*
1_	Infrastructure					
a.	Address the need for infrastructure improvements (i.e. storm drainage, sewer, water, curb, sidewalks) to retrofit communities and neighborhoods throughout unincorporated areas of the County and within the Consortia Cities.	CDBG	Number of of Projects     Number of people served	18		SL-1
2	Economic Development					
a.	Partner with the Alliance WorkNet to provide on the job training to residents from the Airport and Parklawn Revitalizations Strategy Areas and from other eligible Urban County Areas. The ultimate goal of the program is to place interns into permanent employment upon successful completion of the program.	CDBG	Jobs	5		EO-1
3 & 4	Housing Assistance / Housing Programs					
a.	Address the need for affordable housing by providing down payment assistance to low and moderate-income households.	HOME NSP CalHome	Households	45		DH-2
b,	Address the need for decent affordable housing by offering owner occupied rehabilitation assistance to low and moderate-income households.	HOME NSP CalHome	Households	43		DH-2
5	Public Services					
a.	Continue to address the needs of low to moderate-income households/individuals through public service programs by providing grants to non-profit organizations that will deliver such services.	CDBG	People	22,253		SL-I
b.	Homeless Services					
	Address the need of homeless services to the homeless population including but not limited to emergency shelter, transitional housing, case management, crisis counseling, job search assistance, referral services, rental assistance, and permanent housing placement.	ESG	People	648		SL-1
6	Neighborhood Revitalization/Other					
1	Begin Revitalization Strategy (RS)	CDBG	RS	1		SL-3

\*Outcome/Objective Codes

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

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

Continuum of Care: Housing Gap Analysis Chart

		Current Inventory	Under Development	Unmet Need, Gap	
	Ind	ividuals			
Example	Emergency Shelter	100	40	26	
	Emergency Shelter	110	15	79-77	
Beds	Transitional Housing	206	0		
	Permanent Supportive Housing	183	35		
	Total	379	50	599	
		sons in Families Wi	th Children		
	Emergency Shelter	293	0		
Beds	Transitional Housing	178	0		
	Permanent Supportive Housing	135	0	1	
	Total	606	0	192	

Continuum of Care: Homeless Population and Subpopulations Chart

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

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

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

PRIORITY HO	USING NEEDS	Pri	ority	Unmet Need		
(1101001010101		0-30%	High	2,992		
	Small Related	31-50%	High	2,099		
		51-80%	Medium	2,474		
	Large Related	0-30%	High	1,065		
		31-50%	Medium	747		
		51-80%	Low	881		
Renter		0-30%	High	2,115		
	Elderly	31-50%	High	2,065		
		51-80%	Medium	1,765		
		0-30%	Low	1,619		
	All Other	31-50%	Low	1,136		
		51-80%	Low	1,339		
		0-30%		4,702		
	Small Related	31-50%	High	3,297		
		51-80%		3,889		
	Large Related	0-30%	0.00	1,982		
		31-50%	Medium	1,390		
Owner		51-80%		1,639		
	Elderly	0-30%		1,745		
		31-50%	High	2,545		
		51-80%		2,275		
		0-30%		1,399		
	All Other	31-50%	Low	981		
		51-80%		1,157		
	Elderly	0-80%				
	Frail Elderly	0-80%				
	Severe Mental Illness	0-80%				
Non-Homeless	Physical Disability	0-80%		sing needs for non-homeles		
Special Needs	Developmental Disability	0-80%		pulations are included in the		
	Alcohol/Drug Abuse	0-80%	above unmet ne	eus rigures.		
	HIV/AIDS	0-80%				
	Victims of Domestic Violence	0-80%				

Table 1B Special Needs (Non-Homeless) Populations

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

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

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

				EINENGE	NCY SHELT			McKipps	Buds HH	Beds HH		Total	
Year	Prog. Type	Provider Name	Facility	HMIS	Geo Code	Pop. A	Pop. B	ey- Vento	w/ Children	w/o Children	Year-Round Beds	Seusonal Beds	Overflow Beds
2011	ES	Center for Human Services	Hutton House	Y	62292	YMF		Yes	8		R	0	
011	F5	Children's Crisis Center	Cricket House	Y	62292	YMF	1	No	9		9	0	
011	£5	Children's Crisis Center	Guardian House	Y	62797	YMF		No	15		15	0	
2011	65	Children's Crisis Center	Marsha's House	Y	62292	YMF		No	12		12	0	
2011	E5.	Children's Crisis Center	Sawyer House	Y	62297	-		No	9		9	0	
_	ES	Children's Crisis Center	Verda's House	Y	62292			No	e		8	0	
-							-	-					
2011	ES	CHSS	Motel Vauchers	¥	62292			No	100		100	0	
2011	ES	Family Promise	FP Church Sites	A	62292	HC		No	14		14	0	
2011	£5	Haven Women's Center	Haven Shelter	N	62292	SFHC	DV	No	25	1	26	0	
2011	ES	Helping Others Sleep Tonight-HOST	HOST	N	69099	SMF+HC	-	No	D	0	0	8	-
2011	65	Modesto Gospel Mission	Mission	N	52292	SMF+HC		No	90	100	190	0	
2011	£5-	Salvation Army	After Winter Shelter	Y	62292	SMF		No		0	0	30	
2011	E5	Salvation Army	Berberian Winter Shelter	¥	62292	5MF		No		0	0	100	
2011	re	SCAP	HOPWA Vouchers	Y	52292	SMF+HC	MIN	Yes	3	3		0	
2011		Turlock Gospel Mission	Turlock Gospel Mission	N	62292	_	-	No	0	-	0	30	-
_								-	U	-	-	-3u	-
2011	£5	Turning Point	Garden Gate Respite	N	62292	SMF		No	-	6	6		-
2011	E.S	We Care Program	We Care Shelter	Ÿ		SMF+HC		No	0	0	.0	34	
			T	TRANSITTO	NAL SHEL	rer 		McKinn	Beds HH	Bads HH		Total	
ear	Prog. Type	Provider Name	Facility	HMIS	Gen Code	Pop. A	Pop. B	ey- Vento	w/ Children	w/o Children	Year-Round Beds	Seasonal Deds	Overflo Bads
2011	ТН	Center for Human Services	Pathways	Y	67297	SMF+HC		Yes	3	13	16		
2011		Haven Women's Center	Women's Haven	N	62292	_	DV	No	16	13	16		
_				Y			UY			- 12			
2011		Interfaith Ministries	Redwood	-	67292	_		No	62	3	65		
2011	TH	Modesto Gaspel Mission	Exodus	N	62292	SM		No		20	20		
2011	TH	Modesto Guspel Mission	New Life	N	62292	SM		No		43	41		
2011	TH	Salvation Army	Berberum Transitional	Y	62292	SMF		Yes		20	20		
2011	TH	Salvation Army	GPD Berberian Transitional	Y	62292	SMF	VET	No		20	20		
2012	TH	SCAP	16th 5t	Y	67292	SMF+HC		No	12	4	16,		
2011	тн	SCAP	2nd St - Oakdale	٧	62292	SMF+HC		Na	12	4	16		
2013	TH	SCAP	Athens	Y	62292	SMFINC		No	10	4	14		
2011	TH	SCAP	Halo - Dragoo Park	¥	62292	SMF+HC		No	14	2	16		
2011		SCAP	Halo - Fort Sumpter	Y		SMF+HC		No	2	,	4		
2011		SCAP	Halo Ensenada	Y		SMFIHC		No	6	4	12		
		SCAP											
2011			Halo Tulty	Y	-	SMF+HC	-	No	6	G	17		_
2011		STANCO	605 5th St	N	62292	HC		Ho	5		5		
2011	TH	STANCO	615 5th 5t	N	62292	HC		No	4		4		
2011	TH	STANCO	California	N	62292	SMF+HC		No	16	15	31		
					73.70			0.7		-			-
2011		STANCO	Garden Gate	N		SMF+HC	-	No	4	16	20		
2011	TH	STANCO	Garvey	N	62292	SMF		No		. 3	3		
2011	TH.	STANCO	Locust	N	62292	HC		No.	4		4		
2011	TH	STANCO	Ricardo	N	62292	SMF		No		4	3		
2011	HPRP	SCAP	HPRP Modesto-Turlack	Y	69099	SME		No		16	),6		
2011	HPRP	We Care	HPRP	¥	69095	SMF		No		10	10		
_			PERM	ANENT SU	PPORTIVE	HOUSING	1						
Year	Prog. Type	Provider Name	Facility	HMIS	Geo Code	Target Pop. A	Target Pop. B	McKinn ey- Vento	Beds HH w/ Children	Beds HH w/o Children	Year-Round Beds	Total Seasonal Beds	Overflo Beds
2011	PSH	Center for Human Services	Permanent Housing #1	Y	52292	SMF		Yes		6	6		
201)		HACS	HCV Vouchers	Y	69099	-		No		25	25		
2011	-	HACS	Miller Point 5+C 5	Y	59099			Yes		15	15		
2011	_	HACS	5+C1	Y	69099			Yes		6	6		
2011		HACS	5+C 2	Y	69099	-		Yes		11	11		
2011		HACS	5+C 3	Y		SMF+HC		Ves	25	8			
2011		HACS	S+C #	Y		SMF+HC		Yes	45	10			
		HACS	5106	V		SMF+HC		Yes	36	11			
2011			1	Y		SMF+HC		Yes	18				
		HACS	5 c C 7		. 000000	THE ALL	-	-	10		The same of the sa		
2011	PSH	HACS	5×6.7		-	28.85							
2011 2011 2011 2011	PSH PSH	HACS SCAP	5+C 7 5+C 8 HALO = 14	Y	69099 62292	_		Yes Yes		6		-	
2011 2011 2011	P5# P5# P5#	HACS SCAP	5+C.8 HALO - 14	Y	69099 62292	SMF	-	Yes			6		
2011 2011 2011 2011	PSH PSH PSH PSH	HACS SCAP SCAP	5+C 8 HALO - 14 Halo House 1	Y	69099 62292 62292	SMF+HC		-	11	6	15		
2011 2011 2011	PSH PSH PSH PSH	HACS SCAP	5+C.8 HALO - 14	Y	69099 62292	SMF+HC		Yes	11		6		
2011 2011 2011 2011	PSH PSH PSH PSH PSH	HACS SCAP SCAP	5+C 8 HALO - 14 Halo House 1	Y Y	69099 62292 62292	SMF+HC SMF		Yes	11	6	15		
2011 2011 2011 2011 2011	PSH PSH PSH PSH PSH PSH	HACS SCAP SCAP SCAP	5+C8 HALO = 14 Halo House 1 Halo House 3	Y Y Y	69099 62292 62292 62292	SMF+HC SMF SMF		Yes Yes Yes	11	6 4 18	6 15 18		
2011 2011 2011 2011 2011 2013	PSH PSH PSH PSH PSH PSH PSH	IIACS SCAP SCAP SCAP SCAP	5+C8 HALO - 14 Halo House 1 Halo House 3 Halo House 5	Y Y Y Y	69099 62292 62292 62292 62292	SMF+HC SMF SMF SMF		Yes Yes Yes	11	4 18	15 18 18 18		

#### Appendix D-

Maps: Urban County City CDBG Eligible Area Maps

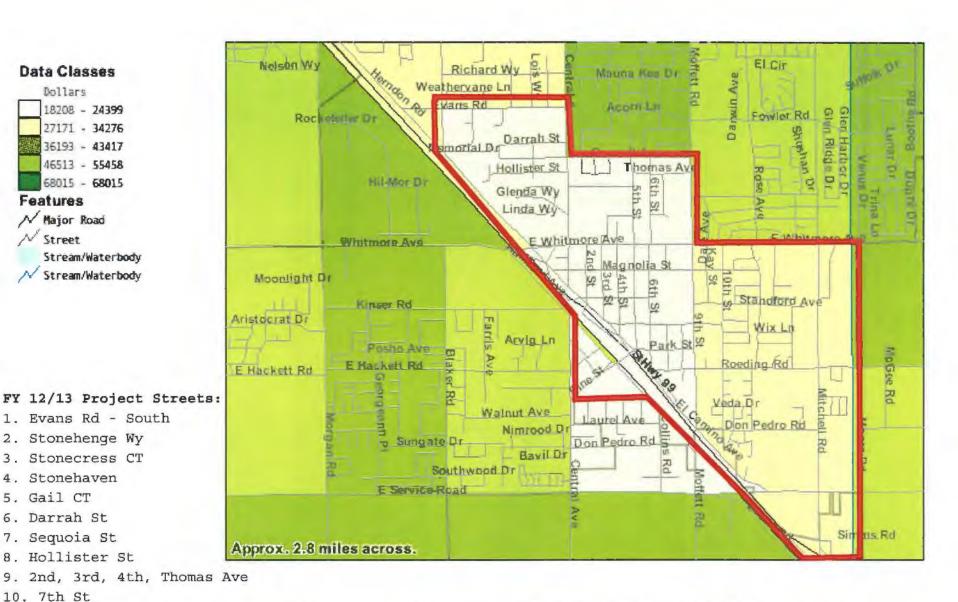
Ceres Hughson Newman Oakdale Patterson Waterford

Maps: Stanislaus County CDBG Project Areas

Airport Neighborhood

**Empire** 

Parklawn Neighborhood



City of Ceres CDBG Eligibility Map

#### **Data Classes**

28214 - 28214 36932 - 36932 38750 - 38750 59000 - 59000 Features Major Road Street Stream/Waterbody Stream/Waterbody TM-P063. Median Household Income in 1999: 2000 Universe: Households Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data Hughson city, California by Block Group



City of Hughson CDBG Eligibility Map

# Data Classes Dollars 33667 - 33667 40833 - 40833 42112 - 42112 46471 - 46471 Features Major Road Street Stream/Waterbody Stream/Waterbody



City of Newman CDBG Eligibility Map

#### **Data Classes** Dollars 16458 - 16458 28125 - 33550 Lando Dr 36750 - 40903 aple Dr 42813 - 46607 Mag nolia St 56827 - 77514 Poplar St Z Pleasanton PI **Features** Major Road Olive St N Street Stream/Waterbody ✓ Stream/Waterbody Delano Dr Fairfax Dr Grener Rd Armstrong Wy Hi Tech Fkwy

Approx. 2.8 miles across.

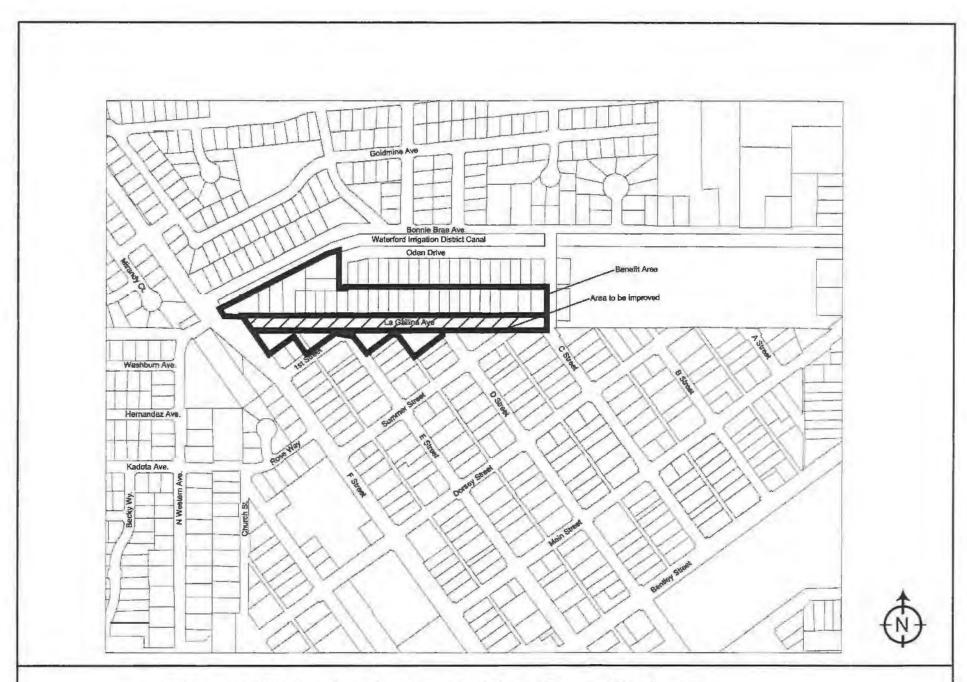
City of Oakdale CDBG Eligibility Map

#### **Data Classes**

25833 - 25833 32837 - 32837 38696 - 43952 50074 - 55089 69327 - 69327 Features Major Road Street Stream/Waterbody Stream/Waterbody



City of Patterson CDBG Eligibility Map



City of Waterford - La Gallina Benefit Area



Airport Neighborhood Boundary Map

#### **Data Classes**

Dollars 22813 - 22813 26350 - 26350 36964 - 36964 **Features** 

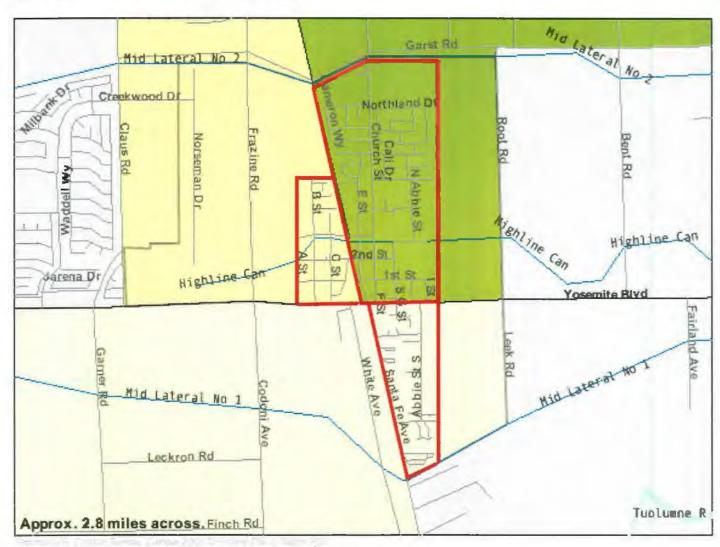
Major Road

N Street

Stream/Waterbody ✓ Stream/Waterbody TM-P063. Median Household Income in 1999: 2000

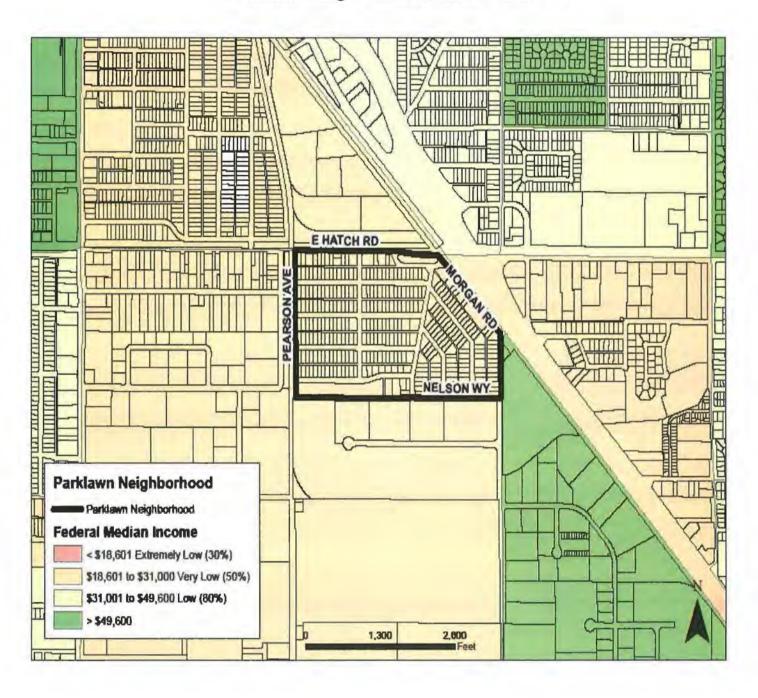
Universe: Households

Data Set: Census 2000 Summary File 3 (SF 3) - Sample Data Empire CDP, California by Block Group



Empire

### Parklawn Neighborhood Median Income



### Fiscal Year 2014-2015 CDBG Project Summary

**Urban County Projects** 

- Emject Nama	(A)	nount	Matrix Code	CDBC	Baneliotary Type		Campus Tract	%bah
STANISLAUS COUNTY		TI-SI-SI-IX	THE PARTY OF THE P	O'ILLIAN I	MANAGER AND	The same of		10.51
1 CDBG Program Administration	\$	313,988	21A	570.206				
2 Stan County Airport Neighborhood Sewer Infrastructure	\$	595,270	27.7.2	570.201(c)	01 People (General)	LMA	20.02 BG 2	59.8%
Subtotal	5	909,258						
3 Fair Housing Program	\$4	25,000	05J	570.201(e)	01 People (General)	N/A	N/A	N/A
Stanislaus County Project Totals	\$	934,258						
CITY OF CERES								
1 CDBG Program Administration	\$	14,804	21A	570.206				
2 ADA Infill Project	\$	238,452	03	570.201(c)	01 People (General)	LMA	26.02 BG 182	61.9%
City of Ceres Totals	S	253,256		0.0.201(0)	o i i copia (conoral)		10.02 00 102	0,110,0
CITY OF HUGHSON								
1 CDBG Program Administration	\$	14,804	21A	570.206				
2 Hughson Avenue Sidewalk Infill Project	S	100,000		570.201(c)	01 People (General)	LMA	29.02 B.G.3	53.5%
3 Fox Road Sidewalk Infill Project	S	19,264		570.201(c)	2 People (General)	LMA		
City of Hughson Project Totals	\$	134,068						
CITY OF NEWMAN								
1 CDBG Program Administration	\$	14,804	21A	570.206				
2 Water Line Infrastructure Project	\$	115,000	03	570.201(c)	01 People (General)	LMA	35.00 BG 3	53.1%
3 Inyo Avenue Infrastructure Project	\$	20,435	03	570.201(c)	01 People (General)	LMA	35.00 BG 3	53.1%
City of Newman Project Totals	5	150,239						
CITY OF OAKDALE			7					
1 CDBG Program Administration	5	14,804		570.206				
Davitt Avenue Infrastructure Project Phase II	\$	149,435	03	570.201(c)	01 People (General)	LMA	2.02 BG 1	62.3%
City of Oakdale Project Totals	\$	164,239						
CITY OF PATTERSON								
1 CDBG Program Administration	\$	14,804		570.206				
2 5th Street Infrastructure Project	\$	135,285	03	570.201( c)	01 People (General)	LMA	32.02 BG 4	62.6%
City of Patterson Project Totals	5	150,089						
CITY OF WATERFORD	2							
1 CDBG Program Administration	\$	14,804		570.206				21 201
2 La Gallina Avenue Infrastructure Project	5	124,205	03	570.201(c)	01 People (General)	LMA		51,0%
City of Waterford Project Totals	2	139,009						
Urban County Project Totals	\$ 1	,925,158						

### **Public Services**

				. 7	57.0	THE PERSON	<b>Uniform</b>	
# Protect TAN		Mathematics	Ammir Code	All faithers	19700		Teach.	31.0
1 American Red Cross - Emergency Response Shelter	\$	9,072	05Q	570.201(e)	01 People (General)	LMC	N/A	N/A
2 Court Appointed Special Advocates - Direct Svcs	\$	9,607	05D	570.201(e)	01 People (General)	LMC	N/A	N/A
3 Center for Human Services - Ceres Partnership FHC	\$	16,000	05Q	570.201(e)	01 People (General)	LMC	N/A	N/A
4 Center for Human Services - Oakdale FRC	\$	14,000	05Q	570.201(e)	01 People (General)	LMC	N/A	N/A
5 Center for Human Services - Westside FRC	\$	14,000	05Q	570.201(e)	01 People (General)	LMC	N/A	N/A
6 Children's Crisis Center - Ceres Respite Shelter	\$	15,000	05N	570.201(e)	01 People (General)	LMC	N/A	N/A
7 Healthy Aging - Young at Heart Program	\$	16,000	05A	570.201(e)	01 People (General)	LMC	N/A	N/A
8 Howard Training Center - Senior Meals Program	\$	14,000	05A	570.201(e)	01 People (General)	LMC	N/A	N/A
9 Salvation Army - Child Development Program	\$	14,000	05L	570.201(e)	01 People (General)	LMC	N/A	N/A
10 Salvation Army - Homeless Meals Program	\$	12,805	05W	570.201(e)	01 People (General)	LMC	N/A	N/A
11 Salvation Army Red Shield- Tutoring & Computer Program	\$	19,812	05D	570.201(e)	01 People (General)	LMC	N/A	N/A
12 Second Harvest - Emergency Food Program	\$	12,805	05W	570.201(e)	01 People (General)	LMC	N/A	N/A
13 Second Harvest - Food 4 Thought Program	\$	18,000	05W	570.201(e)	01 People (General)	LMC	N/A	N/A
14 United Samaritans Foundation	5	12,805	05W	570.201(e)	01 People (General)	LMC	N/A	N/A
15 We Care - Emergency Shelter	\$	16,000	03T	570.201(e)	01 People (General)	LMC	N/A	N/A
PUBLIC SERVICES TOTAL	5	213,906			The second secon			
2014-2015 CDBG Project Allocation Total	5	2,139,064				20	-	

### Fiscal Year 2014-2015 ESG Project Summary

**Emergency Solutions Grant** 

Project Title		Amount	Maurix Code	Minten	Type		Tract	NILW.
ESG Administration	S	The second second second	HESG AD	576.108	01 People (General)	LMC	N/A	N/A
1 Children's Crisis Center - Oakdale Respite Shelter Program	S	100	HESG SH	576.201	01 People (General)	LMC	N/A	N/A
2 CHSS - HMIS Data Entry	S	15,000	HESG HMIS	576.107	01 People (General)	LMC	N/A	N/A
3 CHSS - Homeless Prevention Program	\$	17,044	HESG RR/HP	576.103-106	01 People (General)	LMC	N/A	N/A
4 CHSS - Santa Fe Shelter	\$	25,749	HESG SH/RR	576.102-106	01 People (General)	LMC	N/A	N/A
5 Family Promise - Shelter Services for Homeless Fam.	\$	17,000	HESG SH	576.102	01 People (General)	LMC	N/A	N/A
6 Salvation Army - Emergency Shelter	\$	18,000	HESG SH	576.102	01 People (General)	LMC	N/A	N/A
7 We Care - Emergency Cold Weather Shelter	\$	16,500	HESG SH	576.102	01 People (General)	LMC	N/A	N/A
8 We Care - Rapid Re-Housing	\$	29,420	HESG RR	576.104-106	01 People (General)	LMC	N/A	N/A
2014-2015 ESG Project Allocation Total	5	171,581	1	1		3	-	

OMB Number: 4040-0004 Expiration Date: 03/31/2012

Application	for Federal Assis	stance SF-424	FY 14/15					
* 1. Type of Sub	omission:	*2. Type of Application:	If Revision, select appropriate letter(s):					
Preapplication New		☐ New	E					
Application		Continuation	Other (Specify)					
X Changed/Cor	rrected Application	Revision	evised to reflect_CDBG/ESG_FY 13/14 HUD funding award					
* 3. Date Receiv	ed:	4. Applicant Identifier:						
		B-02-UC-06-0100						
5a. Federal Enti	ty Identifier:		*5b Federal Award Identifier:					
			N/A					
State Use Only	:							
6. Date Receive	d by State:	7. State Application	Identifier: N/A					
8. APPLICANT	INFORMATION:							
* a. Legal Name	STANISLAUS COU	NTY PLANNING AND COMMUN	NITY DEVELOPMENT					
* b. Employer/Ta	expayer Identification N	umber (EIN/TIN):	* c. Organizational DUNS:					
d. Address:								
* Street1:	1010 10TH STR	ET, SUITE 3400						
Street2:								
* City	MODESTO							
County:	STANISLAUS							
* State:	CALIFORNIA							
Province:								
* Country:	UNITED STATES C	FAMERICA						
* Zip / Postal Co	ode: 95354							
e. Organizatior	nal Unit:							
Department Nan	ne:		Division Name:					
PLANNING AND	COMMUNITY DEVELOPM	ENT	CDBG / ESG					
f. Name and co	ntact information of	person to be contacted on n	natters involving this application:					
Prefix:	Mrs.	* First Name	ANGELA					
Middle Name:								
* Last Name:	FREITAS							
Suffix:								
Title: DIRECTO	)R							
Organizational A	Affiliation:							
STAFF		400000000000000000000000000000000000000						
* Telephone Nur	mber: (209) 525-6330		Fax Number: (209) 525-5911					
* Email: ANG	ELA@stancounty.com							

ATTACHMENT 2

Application for Federal Assistance SF-424
9. Type of Applicant 1: Select Applicant Type:
C. County
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:
CFDA Title:
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
* 12. Funding Opportunity Number:
*Title:
ENTITLEMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
13. Competition Identification Number:
Title
14. Areas Affected by Project (Cities, Counties, States, etc.):
Stanislaus County Unincorporated areas, and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford
* 15. Descriptive Title of Applicant's Project:
Stanislaus County Annual Action Plan FY 2014-2015 that includes \$2,179,064 in CDBG Funds and \$171,581 in ESG Funds for a total of \$2,350,645 for projects including Public Service, Fair Housing, Economic Development, Infrastructure, and related Administrative activities
Attach supporting documents as specified in agency instructions
Add Attachments   Delete Attachments   View Attachments

Application	for Federal Assista	nce SF-424	
16. Congressio	onal Districts Of:		
* a. Applicant	CA-016, CA-017, CA-02		* b. Program/Project CDBG
Attach an additi	ional list of Program/Projec	ct Congressional Districts if ne	eded.
		Add Attachment	
17. Proposed F	Project:		
a Start Date:	07/01/2014		* b. End Date: 06/30/2015
18. Estimated	Funding (\$):		
a. Federal			
* b. Applicant			
* c. State			
" d Local			
* e Other			
* f. Program Inc	come		
*g. TOTAL			No. of the contract of the con
21. *By signing herein are true comply with a	g this application, I certife, complete and accurate ny resulting terms if I ac ne to criminal, civil, or a	e to the best of my knowled cept an award. I am aware	ained in the list of certifications** and (2) that the statements alge. I also provide the required assurances** and agree to that any false, fictitious, or fraudulent statements or claims S. Code, Title 218, Section 1001)
	rtifications and assurances	s, or an internet site where you	may obtain this list, is contained in the announcement or agency
Authorized Re	presentative:		
Prefix:	Ms.	* First Name:	ANGELA
Middle Name:			
* Last Name:	FREITAS		
Suffix:			
* Title: DIRE	CTOR PLANNING & COM	MUNITY DEVELOPMENT	
* Telephone Nu	umber: (209) 525-6330		Fax Number: (209) 525-5911
* Email: AN	GELA@stancounty.com		
* Signature of A	Authorized Representative:		* Date Signed:

Authorized for Local Reproduction

Standard Form 424 (Revised 10/2005) Prescribed by OMB Circular A-102

# Stanislaus County Community Development Block Grant



# **Annual Action Plan**

FISCAL YEAR 2014 - 2015

### Stanislaus Urban County Members















As an Entitlement Community, the Stanislaus Urban County is eligible for formula grant funds:

- CDBG Community Development Block Grant
- ESG Emergency Solutions Grant
- NSP Neighborhood Stabilization Program

## **CDBG Objectives:**

- Directly benefit low and moderate income people;
- Prevent/eliminate slum and blight conditions; and/or
- Meet a particular urgent community development need.
- \* CDBG funds must not be used to supplant existing state or federal funds.

### **Program Requirements**

**❖Every 3 - 5 Years:**

Consolidated Plan - Current CP spans from 2012-2015

**❖Every 3 Years:** 

Al – Analysis of Impediments to Fair Housing

**\*Every Year:** 

AAP - Annual Action Plan

CAPER - Consolidated Annual Performance

Evaluation Report

### **The Annual Action Plan includes:**

- CDBG/ESG projects for upcoming fiscal year
- Distribution of funds summary
- Opportunity for Citizen Participation

## **Planning Schedule**

Oct-Dec 2013

- Public Service Grant Process

Jan-Feb 2014

- Development of Plan

Feb-March 2014

Community Meetings

 Draft Plan to Board (30 day public review)

**April 2014** 

 Board of Supervisors for approval

# FY 2014-2015 Entitlement Allocations

CDBG 2,139,064 ESG 171,581 Total \$2,310,645

Urban County Member	Activities	Administration	Total
Ceres	\$238,452	\$14,804	\$253,256
Hughson	119,264	14,804	134,068
Newman	135,435	14,804	150,239
Oakdale	149,435	14,804	164,239
Patterson	135,285	14,804	150,089
Waterford	124,205	14,804	139,009
Stanislaus County	595,270	313,988	909,258
Public Services	213,906		213,906
Fair Housing		25,000	25,000
CDBG Subtotal	\$1,711,252	\$427,812	\$2,139,064
ESG	158,713	12,868	171,581
Total	\$1,869,965	\$440,680	\$2,310,645

### **Consolidated Plan Priorities:**

- Infrastructure (CDBG)
- Economic Development (CDBG)
- Housing Programs (CDBG & HOME)
- Public Services (CDBG)

# Infrastructure – Stanislaus County

- Empire Storm Drain Project
- Parklawn Neighborhood Sewer
- Airport Neighborhood Sewer

# ANNUAL ACTION PLAN 2014-2015 Empire Storm Drain Project:

- Cost to complete the three remaining phases is approximately \$12.4 million.
- CDBG funds alone not sufficient to cover costs.
- A County Service Area (CSA) would need to be formed to pay for financing of improvements.
- FY 2014-2015: Continue analyzing financing options for original positive system and alternative Low Impact Development (LID) swale storm drain system.

# Parklawn Sewer Infrastructure Project:

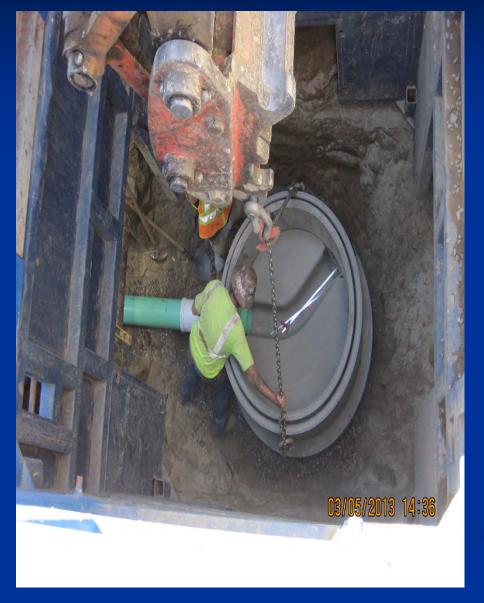
- Phase I: Sewer Trunk Line completed in FY 2013-2014 using CDBG funds.
- Phase 2: Remaining project will be completed in FY 2014-2015 with use of State grant funds: CWSRF.

## Phase I: Parklawn Sewer Infrastructure Project



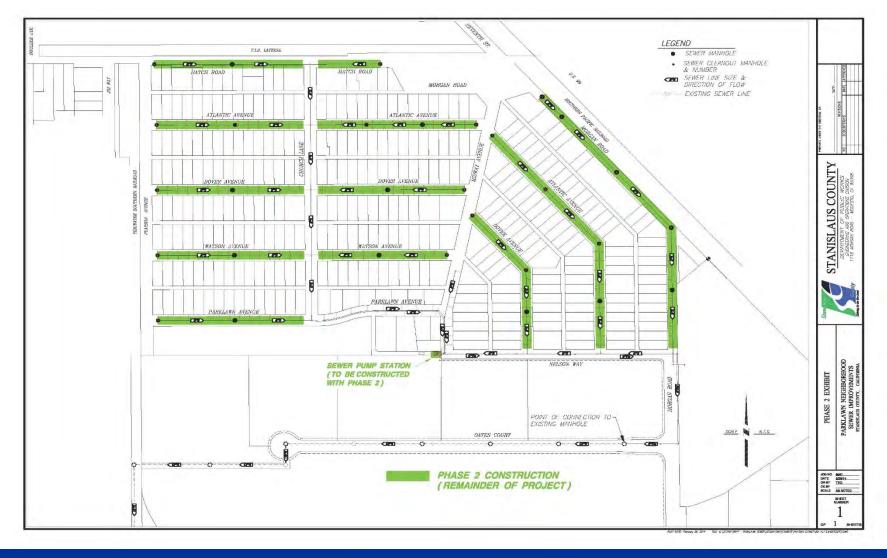


Phase I: Parklawn Sewer Infrastructure Project

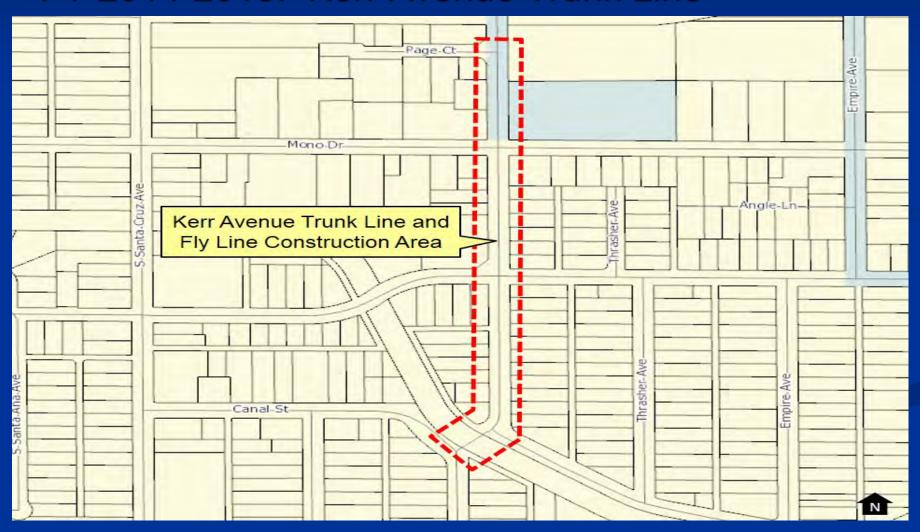




# ANNUAL ACTION PLAN 2014-2015 Parklawn Sewer - Phase 2 (CWSRF)



# Airport Sewer Infrastructure Project FY 2014-2015: Kerr Avenue Trunk Line



### **URBAN COUNTY - CITY PROJECTS:**

- City of Ceres: ADA Infill Infrastructure
- City of Hughson: Hughson Ave & Fox Road Sidewalk Infill Project
- City of Newman: Water Line & Inyo Ave Project
- City of Oakdale: Davitt Ave Project Phase 2
- City of Patterson: Fifth Street Project
- City of Waterford: La Gallina Infrastructure Project

# **Fair Housing Program:**

- Federally Mandated Program
- Combat impediments to fair housing choice through education, investigation, and litigation. Seek cooperation of owners & managers, and provide appropriate information & referral.



# **Economic Development Program**

- Identify potential Economic Development activities with HUD approval.
- Program must meet CDBG Economic Development guidelines.

# **Airport & Parklawn Neighborhood Revitalization Strategy Areas (NRSA)**

**FY 2014-2015 Activities** 

Case management services

<ul> <li>Airport Healthy</li> </ul>	y Start FRC:	\$10,000
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- Airport N. Parent Resource Center: \$10,000

- Parklawn Ceres Partnership FHC: \$20,000

### **CDBG Public Service Recommendations**

·	American Red Cross	\$	9,072
•	Court Appointed Special Advocates	\$	9,607
	Center for Human Services	\$	44,000*
	Children's Crisis Center	\$	15,000
	Healthy Aging Association	\$	16,000
	Howard Training Center	\$	14,000
	Salvation Army	\$	26,805*
•	Salvation Army Red Shield	\$	19,812
	Second Harvest Emergency Food Program	\$	30,805*
	United Samaritans Foundation	\$	12,805
•	We Care Program	\$	16,000
•	TOTAL	\$2	213,906

<sup>\*</sup> Recommended for more than one award based on different activity type and service area.

# **Emergency Solutions Grant (ESG)**

- Purpose: assist homeless service providers deliver essential support services to the homeless, and aid families who are at risk of becoming homeless.
- Focus of the program is Homeless Prevention and Rapid Re-Housing.

### **ESG Recommendations**

	TOTAL	\$171,581
•	Administration	\$ 12,868
•	We Care – Emergency Shelter:	\$ 45,920*
•	Salvation Army Emergency Shelter	\$ 18,00 <u>0</u>
•	Family Promise	<b>\$17,000</b>
•	Community Housing & Shelter Svcs	\$ 57,793*
•	Children's Crisis Center	\$ 20,000

<sup>\*</sup> Recommended for more than one award based on different activity type.

# Neighborhood Stabilization Program

- Wind Down NSP Program :
  - 1. Acquisition & Rehab of Foreclosed Housing Units
  - 2. Housing Rehabilitation/Reconstruction
  - 3. Sell NSP homes to first time homebuyers with incomes at or below 120% of AMI
- NSP Dangerous Building Abatement Program
  - Removal of blighted, dangerous buildings in NSP target areas.

# Staff Recommendations

Take actions 1 - 7 as outlined in the Board of Supervisors Staff Report which include but not limited to closing the 30 day public comment period and hold a public hearing, authorize staff to incorporate any comments received during the public hearing, and approve the Fiscal Year 2014-2015 Annual Action Plan.

### Board of Supervisors #2014-165 CDBG PUBLIC SERVICE AGREEMEN April 8, 2014

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and THE AMERICAN RED CROSS STANISLAUS COUNTY (hereinafter referred to as "Organization") on July 1, 2014.

#### WITNESSETH

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.; the "Act"); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

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

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

#### 1. SCOPE OF WORK.

- 1.1 **General Scope.** Organization shall provide services under its Emergency Services Program as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.
- 1.2 **Term.** The services of Organization are to commence on July 1, 2014, and end on June 30, 2015, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

#### 2. <u>COMPENSATION.</u>

- 2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$9,072, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.
- 2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) Organization must request a first draw by September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2015; and (4) A fourth and final draw by June 30, 2015. All complete draw requests must be received before June 30, 2015.
- 2.3 Certification of Expenses. In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be FY 2014-2015 Stanislaus County CDBG Grant Agreement

completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15, 2015, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

- 2.4 **Authorized Personnel.** Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.
- 2.5 **Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner ( $2^{nd}$  quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.
- Salaries. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week. Fringe benefits, which includes taxes and insurance costs paid by the agency 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 agency. 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. <u>USE OF FUNDS.</u>

- 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, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs, and other regulations governing the Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.
- 3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.
- 3.3 **In-eligible Uses of Funds.** In the event that Organization is found to have expended grant funds for in-eligible activities, pursuant to 24 CFR 570.207 and OMB Circular No. A-122 "Cost Principals for Non-profit Organizations", such funds shall be returned to the County.
- 3.7 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manor described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Any FY 2014-2015 Stanislaus County CDBG Grant Agreement

program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

- 3.5 **Termination of Contract.** Pursuant to 24 CFR 85.43, suspension or termination of this agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience per 24 CFR 85.44.
- (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.
- Reversion of Assets. Upon grant expiration, or upon Organization becoming insolvent, Organization shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under Organization's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to Organization in the form of a loan) in excess of \$25,000 shall: (1) Be utilized in accordance with Section 3.1 General Use of Funds, of this agreement, until five years after expiration of the agreement; or (2) Not used in accordance with 3.1 of this agreement, in which event Organization shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG grant funds for the acquisition of, or improvement to, the property. No payment is required five years after the expiration of this agreement. All returned grant funds or payments shall be treated by County as program income.

#### 4. **PROGRAM PARTICIPANT ELIGIBILITY.**

- 4.1 **General Eligibility.** Eligibility of program participants, including but not limited to income, citizenship and Consortium area residency, shall be evaluated and documented prior to CDBG program entry by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 4.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.
- 4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.4 Eligible Stanislaus Urban County Areas. Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 276, are considered to be Urban County residents. Grant funded under a Neighborhood Revitalization Strategy Area (NRSA) plan must serve only residents from the NRSA community specified in their project description, as described within Exhibit A "Project Summary".

#### 5. DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.

- 5.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 5.2 Quarterly Reports. Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter.
- 5.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.
- 5.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).
- 5.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.
- Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Organization will 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. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

- 5.7 **Privacy Procedures.** Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.
- 5.8 **Audit Provision.** Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for Fiscal Year 2013-2014 to be delivered to County by December 30, 2014. Organization agrees to provide additional audits upon request.

#### 6. UNIFORM ADMINISTRATIVE REQUIREMENTS.

- 6.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations".
- 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 organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.
- 6.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

#### 7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

- 7.1 **General Indemnification.** Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.
- 7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal

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

#### 8. NON-DISCRIMINATION & EQUAL OPPORTUNITY

- 8.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex:
- (1) Organization agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- (2) Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (3) Organization will, in all solicitations or advertisements for employees placed by or on behalf of Organization, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.
- (4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.
- Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

- 8.3 Section 3 Compliance. Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.
- 8.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.
- 8.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).
- 8.6 **Displacement, Relocation, Acquisition & Replacement of Housing**. Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.
- 8.7 **Eligibility Restrictions.** Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

#### 9. CONFLICTS OF INTEREST.

- 9.1 **Hatch Act Incorporated.** Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).
- 9.2 Conflict of Interest. Organization shall comply with 24 CFR 84.42, which prohibits any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- 9.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 9.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has

#### 10. DRUG-FREE WORK PLACE.

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

#### 11. LEAD BASED PAINT POISONING PREVENTION.

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

#### 12. TERMINATION OF SERVICES & REVERSION OF ASSETS.

- Denial, Discharge, or Termination of Client Services. The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.
- 12.2 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

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

#### 13. GENERAL TERMS AND CONDITIONS.

- 13.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- 13.2 **Other program requirements.** Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 13.3 **Assignment.** Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.
- 13.4 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- 13.5 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
- 13.6 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 13.7 **Integration**. This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.

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

To County:

County of Stanislaus

Department of Planning and Community Development

Attention: Planning Director, 1010 Tenth Street, Suite 3400

Modesto, CA 95354

To Organization:

American Red Cross Stanislaus County | Capital Region Chapter
Rebecca Ciszek, Executive Director Regional Manager
1230 6th Street

1230 6<sup>th</sup> Street

Modesto, CA 95354

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.

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

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

**COUNTY OF STANISLAUS** 

By:

Angela Freitas, Director

Planning and Community Development

"County"

American Red Cross Stanislaus County

Executive Director(', &

"Organization"

Thomas E. Boze

Deputy County Counsel

### **EXHIBIT A**



# Stanislaus County Community Development Block Grant (CDBG)

## **Public Service Grant**

For Fiscal Year 2014-2015

Α. 1	Project Summary Page
A-1	Project Title: Emergency Response Shelter Services
	Amount Awarded: \$_9,072_
	Total Project Cost: \$ 82,191.14
A-2	Agency: American Red Cross Capital Region Chapter
	Agency Address: 1230 6 <sup>th</sup> Street, Modesto, CA 95354
	Phone: 209-523-6501 Fax: 209-523-3735
A-3	Contact Name: Rebecca Ciszek Title: Stanislaus Regional Manager
	Contact Address (if different than above): SAME
	Contact e-mail address: Rebecca.Ciszek@redcross.org
	Contact Phone: 209-523-6501 Fax: 209-523-3735
A-4	Agency Type (check all that apply):
	Non-Profit ☐ For-Profit ☐ Government ☐ Faith-Based ☐ Institution of Higher Education
	Incorporated year: <u>1977</u> 501(c) (3): <u>53-0196605</u> : ☑ Yes or ☐ No Tax ID number:
	DUNS Number (9 digit No.): 003255213
A-5	Number of unduplicated persons to be served by this project: 106
A-6	Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):
	-Shelter tracking that includes days of stay and total bed nights per individual -Client case management and client case follow-up
	Olient case management and cheft case follow up
<b>A</b> -7	Summarized Project Description:
	The Emergency Response Shelter Services Program supports clients after a household fire or other justifiable unexpected event that makes a home uninhabitable (tree, vehicle collision, etc.). CDBG funding will help to insure that very low, low and moderately low-income households within the Stanislaus Urban County's targeted communities have access to safe emergency motel shelter. Additional services include individualized case assessment to determine level of service needed, which include access to food, clothing and community resource contacts, referrals, recovery/relocation plans, emotional support systems and follow-up. This program provides immediate on-scene response and recovery case management and resource access.

### EXHIBIT B



## CDBG PUBLIC SERVICES BUDGET FY 2014-2015

Organization: American Red Cross	Project: Emergency Shelter Services Program
Project No: CDBG-	Date: 21-Apr-14
BUDGET AND PROGRAM OBJECTIVE MODIFICA	
FY 2014-2015 Recommended Award based off of so	coring criteria and funding availability.
Target number of unduplicated individuals is 106 for	FY 2014-2015,

Budget Categories		Proposed Budget		County Approved Budget
PERSONNEL COSTS			*1.4.种4分,	外面可是2012年过来12月1
Salaries (See Exhibit C) \$	\$	2,580.00	\$	1,727.00
Fringe Benefits \$	\$ -	516.00	\$	345.00
Subtotal \$	\$ _	3,096.00	\$ ~	2,072.00
NONIPERSONNEL COSTST		CET OF CHILD OF THE PERSON OF THE	1.7 J. Ju	30000000000000000000000000000000000000
Rent/Lease of Space (project only): \$	\$	0.00	\$	0.00
Janitorial: \$	\$ [	0.00	\$ -	0.00
Utilities: \$	\$ ~	0.00	\$ -	0.00
Telephone/Internet Services: \$	\$ ~	0.00	\$ -	0.00
Insurance (vehicle) \$		0.00	\$ -	0.00
Supplies (Office): \$		0.00	\$ -	0.00
Printing: \$	\$ -	0.00	\$ -	0.00
Rental/Maintenance Equipment: \$	\$ [	0.00	\$ ~	0.00
Food: \$	\$ [	0.00	\$ -	0.00
Automobile/Transportation/Mileage: \$	\$ _	0.00	\$ [	0.00
Staff Training/Conferences: \$	\$	0.00	\$	0.00
Professional Fees (Parent Recruitment):	_	0.00	\$ ]	0.00
Subtotal: \$	\$	0.00	\$	0.00
OTHER PROJECT COSTS		<b>建设制度的政治的企业和公司</b> 表	$GI(\mathcal{A})$	
Emergency Lodging: \$		9,000,00	\$	7,000.00
Shelter (motel lodging); \$	-	0.00	\$ _	(0.00
Subtotal: \$		9,000.00	\$	7,000.00
GRAND TOTAL: S	\$	12,096.00	11 \$	9,072.00

L			,,
CHAPANA CAR	GRAND TOTAL: \$	12,096.00	9,072.00
Signalure of Projec	t Director at Authorized Person Is re		
		COBG MONITORING STAFF:	
11	CDBG Staff Recommendation:	: Approve or Deny (Circle one)	,
The	2 Hol		19/14
Signature of Stanis	aus County CDBG-Official	Date:	1, ,

#### CDBG PUBLIC SERVICE AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and THE CENTER FOR HUMAN SERVICES (hereinafter referred to as "Organization") on July 1, 2014.

#### WITNESSETH

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.; the "Act"); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

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

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

#### 1. SCOPE OF WORK.

- 1.1 **General Scope.** Organization shall provide services under its Ceres Partnership for Healthy Children Program as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.
- 1.2 **Term.** The services of Organization are to commence on July 1, 2014, and end on June 30, 2015, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

#### 2. <u>COMPENSATION.</u>

- 2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$16,000, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.
- 2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) Organization must request a first draw by September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2015; and (4) A fourth and final draw by June 30, 2015. All complete draw requests must be received before June 30, 2015.
- 2.3 Certification of Expenses. In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be

FY 2014-2015 Stanislaus County CDBG Grant Agreement

completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15, 2015, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

- 2.4 **Authorized Personnel.** Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.
- 2.5 **Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner ( $2^{nd}$  quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.
- Salaries. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week. Fringe benefits, which includes taxes and insurance costs paid by the agency 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 agency. 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, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs, and other regulations governing the Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.
- 3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.
- 3.3 **In-eligible Uses of Funds.** In the event that Organization is found to have expended grant funds for in-eligible activities, pursuant to 24 CFR 570.207 and OMB Circular No. A-122 "Cost Principals for Non-profit Organizations", such funds shall be returned to the County.
- 3.7 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manor described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Any FY 2014-2015 Stanislaus County CDBG Grant Agreement

program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants or to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

- 3.5 **Termination of Contract.** Pursuant to 24 CFR 85.43, suspension or termination of this agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience per 24 CFR 85.44.
- (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.
- Reversion of Assets. Upon grant expiration, or upon Organization becoming insolvent, Organization shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under Organization's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to Organization in the form of a loan) in excess of \$25,000 shall: (1) Be utilized in accordance with Section 3.1 General Use of Funds, of this agreement, until five years after expiration of the agreement; or (2) Not used in accordance with 3.1 of this agreement, in which event Organization shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG grant funds for the acquisition of, or improvement to, the property. No payment is required five years after the expiration of this agreement. All returned grant funds or payments shall be treated by County as program income.

#### 4. PROGRAM PARTICIPANT ELIGIBILITY.

- 4.1 **General Eligibility.** Eligibility of program participants, including but not limited to income, citizenship and Consortium area residency, shall be evaluated and documented prior to CDBG program entry by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 4.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.
- 4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.4 Eligible Stanislaus Urban County Areas. Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 276, are considered to be Urban County residents. Grant funded under a Neighborhood Revitalization Strategy Area (NRSA) plan must serve only residents from the NRSA community specified in their project description, as described within Exhibit A "Project Summary".

#### 5. DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.

- 5.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 5.2 Quarterly Reports. Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter.
- 5.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.
- 5.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).
- 5.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.
- Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Organization will 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. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

- 5.7 **Privacy Procedures.** Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.
- 5.8 Audit Provision. Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for Fiscal Year 2013-2014 to be delivered to County by December 30, 2014. Organization agrees to provide additional audits upon request.

#### 6. UNIFORM ADMINISTRATIVE REQUIREMENTS.

- 6.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations".
- 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 organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.
- 6.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

#### 7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

- General Indemnification. Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.
- 7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal

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

#### 8. NON-DISCRIMINATION & EQUAL OPPORTUNITY

- 8.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex:
- (1) Organization agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- (2) Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (3) Organization will, in all solicitations or advertisements for employees placed by or on behalf of Organization, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.
- (4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.
- Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

- 8.3 Section 3 Compliance. Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.
- 8.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.
- 8.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).
- 8.6 **Displacement, Relocation, Acquisition & Replacement of Housing**. Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.
- 8.7 **Eligibility Restrictions.** Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

#### 9. CONFLICTS OF INTEREST.

- 9.1 **Hatch Act Incorporated.** Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).
- 9.2 Conflict of Interest. Organization shall comply with 24 CFR 84.42, which prohibits any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- 9.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 9.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has

#### 10. DRUG-FREE WORK PLACE.

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

#### 11. LEAD BASED PAINT POISONING PREVENTION.

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

#### 12. TERMINATION OF SERVICES & REVERSION OF ASSETS.

- 12.1 Denial, Discharge, or Termination of Client Services. The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.
- 12.2 Termination of Contract and Reversion of Assets. It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

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

#### 13. GENERAL TERMS AND CONDITIONS.

- 13.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- 13.2 **Other program requirements.** Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 13.3 **Assignment.** Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.
- 13.4 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- 13.5 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
- 13.6 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 13.7 **Integration**. This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.

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

To County:

County of Stanislaus

Department of Planning and Community Development

Attention: Planning Director, 1010 Tenth Street, Suite 3400

Modesto, CA 95354

To Organization:

The Center for Human Services

Attention: Cindy Duenas, Executive Director

1700 McHenry Village Way, Suite 11

Modesto, CA 95350

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

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

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

**COUNTY OF STANISLAUS** 

THE CENTER FOR HUMAN SERVICES

By:

Angela Freitas, Director

Planning and Community Development

"County"

Cindy Duenas

Executive Director

"Organization"

APPROVED AS TO FORM:

Thomas E. Boze

Deputy County Counsel

## Exhibit A



# Stanislaus County Community Development Block Grant (CDBG)

## **Public Service Grant**

For Fiscal Year 2014-2015

A. F	Project Summary Page		
A-1	Project Title: Ceres Partnership for Healthy Children - Concrete Support in Times of Need		
A-1	Amount Awarded: \$16,000		
	Total Project Cost: \$433,383		
A-2	Agency: Center for Human Services (CHS)		
A-2	Agency Address: 1700 McHenry Village Way, Ste. 11		
	Phone: (209) 526-1476 Fax: (209) 526-0908		
A-3	Contact Name: Lori B. Schumacher Title: Program Director		
, A-3	Contact Name: Lond B. Schumacher The. Program Director  Contact Address (if different than above):		
	Contact e-mail address: Ischumacher@centerforhumanservices.org		
	Contact Phone: (209) 526-1476 Fax: (209) 526-0908		
A-4	Agency Type (check all that apply):		
A-4	Non-Profit ☐ For-Profit ☐ Government ☐ Faith-Based ☐ Institution of Higher Education		
	Incorporated year: 1970 501(c)(): \( \begin{align*} \text{Yes or } \begin{align*} \text{No } \text{Tax ID number:} \end{align*}		
	DUNS Number (9 digit No.): 038119202		
A-5	Number of unduplicated persons to be served by this project: (I) 250		
A-6	Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to		
	oyment):		
	of families will report improved functioning as a result of concrete support in times of need. of families will complete all three sessions of financial literacy.		
A-7	Summarized Project Description:		
CHS in partnership with Ceres Partnership for Healthy Children (CPHC) will provide emergency assistance (food, clothing, utility assistance, baby supplies, transportation vouchers, hygiene needs) to low-income families from the Ceres area through their Concrete Support in Times of Need Program. CPHC's Family Resource Center provides case management services to families referred from Ceres Unified School District, Ceres Public Safety, Community Services Agency, local businesses, 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 cmergency assistance would work with a Family Advocate to access other programs such as housing assistance, Cal Fresh, Temporary Assistance for Needy Families, WIC and other community programs.			
referr future Advo	ed. Families will receive a Family Development Assessment to determine need and to help wit family goal planning. Families that are in need of cmergency assistance would work with a Fami cate to access other programs such as housing assistance, Cal Fresh, Temporary Assistance for		

#### EXHIBIT B



## CDBG PUBLIC SERVICES BUDGET FY 2014-2015

Organization: Center for Human Services	Project: Ceres Partnership for Healthy Children			
Project No: CDBG-	Date: 21-Apr-14			
BUDGET AND PROGRAM OBJECTIVE MODIFICAT	TIONS:			
FY 2014-2015 Recommended Award based off of scoring criteria and funding availability.				
Target number of unduplicated individuals is 120 for F	Y 2014-2015.			

Budget Categories	Proposed Budget		County Approved Budget
REASONNELICOSTIS			THE PARTY OF THE PARTY.
Salaries (See Exhibit C) \$	8,000.00	\$	6,650.00
Fringe Benefits \$	2,000.00	\$	1,330.00
Subtotal \$	10,000.00	\$	7,980.00
NON-PERSONNEL COSTS		a antibotic solla	
Rent/Lease of Space (project only): \$	0.00	\$	0.00
Janitorial: \$	0.00	\$	0.00
Utilities: \$	0.00	\$	0.00
Telephone/Internet Services: \$	0.00	\$	0.00
Insurance (vehicle) \$	0.00	\$	0.00
Supplies (Office): \$		\$	0.00
Printing: \$	· · · · · · · · · · · · · · · · · · ·	\$	0.00
Rental/Maintenance Equipment: \$		\$	0.00
Food: \$		\$	0.00
Automobile/Transportation/Mileage: \$		\$	0.00
Staff Training/Conferences: \$		\$	0.00
Professional Fees (Parent Recruitment):	0.00	\$	0.00
Subtotal: \$	0.00	\$	0.00
Office Projecticosts			<b>国际的</b>
Crisis Fund (Utility Assistance): \$		\$	8,020.00
Shelter (motel lodging): \$		\$	0.00
Subtotal: \$		\$	8,020.00
GRAND TOTAL: S	20,000.00	<i>⊯-18.17.</i> 28 <b> \$</b>	16,000.00

Cindy Duenas	6/5/14
Signature of Project Director or Authorized Person is rec	juired Date: /
TO BE COMPLETED BY CO	
CDBG Staff Recommendation:	Approve) or Deny (Circle one)
AND AL	6/13/14
Signature of Stanislaus County CDBG Official	Date: / /

#### CDBG PUBLIC SERVICE AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and THE CENTER FOR HUMAN SERVICES (hereinafter referred to as "Organization") on July 1, 2014.

#### WITNESSETH

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.; the "Act"); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

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

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

#### 1. SCOPE OF WORK.

- 1.1 **General Scope.** Organization shall provide services under its Westside Family Resource Center Program as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.
- 1.2 **Term.** The services of Organization are to commence on July 1, 2014, and end on June 30, 2015, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

#### 2. <u>COMPENSATION.</u>

- 2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$14,000, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.
- 2.2 Quarterly Draws. All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) Organization must request a first draw by September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2015; and (4) A fourth and final draw by June 30, 2015. All complete draw requests must be received before June 30, 2015.
- 2.3 Certification of Expenses. In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be

FY 2014-2015 Stanislaus County CDBG Grant Agreement

completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15, 2015, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

- 2.4 **Authorized Personnel.** Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.
- 2.5 **Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner ( $2^{nd}$  quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.
- Salaries. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week. Fringe benefits, which includes taxes and insurance costs paid by the agency 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 agency. 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. <u>USE OF FUNDS.</u>

- 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, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs, and other regulations governing the Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.
- 3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.
- 3.3 **In-eligible Uses of Funds.** In the event that Organization is found to have expended grant funds for in-eligible activities, pursuant to 24 CFR 570.207 and OMB Circular No. A-122 "Cost Principals for Non-profit Organizations", such funds shall be returned to the County.
- 3.7 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manor described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Any FY 2014-2015 Stanislaus County CDBG Grant Agreement

program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

- 3.5 **Termination of Contract.** Pursuant to 24 CFR 85.43, suspension or termination of this agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience per 24 CFR 85.44.
- (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.
- Reversion of Assets. Upon grant expiration, or upon Organization becoming insolvent, Organization shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under Organization's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to Organization in the form of a loan) in excess of \$25,000 shall: (1) Be utilized in accordance with Section 3.1 General Use of Funds, of this agreement, until five years after expiration of the agreement; or (2) Not used in accordance with 3.1 of this agreement, in which event Organization shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG grant funds for the acquisition of, or improvement to, the property. No payment is required five years after the expiration of this agreement. All returned grant funds or payments shall be treated by County as program income.

#### 4. PROGRAM PARTICIPANT ELIGIBILITY.

- 4.1 **General Eligibility.** Eligibility of program participants, including but not limited to income, citizenship and Consortium area residency, shall be evaluated and documented prior to CDBG program entry by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 4.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.
- 4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.4 Eligible Stanislaus Urban County Areas. Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 276, are considered to be Urban County residents. Grant funded under a Neighborhood Revitalization Strategy Area (NRSA) plan must serve only residents from the NRSA community specified in their project description, as described within Exhibit A "Project Summary".

#### 5. DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.

- 5.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 5.2 Quarterly Reports. Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter.
- 5.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.
- 5.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).
- 5.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.
- 6.6 General Records. Records must be kept in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Organization will 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. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

- 5.7 **Privacy Procedures.** Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.
- 5.8 Audit Provision. Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for Fiscal Year 2013-2014 to be delivered to County by December 30, 2014. Organization agrees to provide additional audits upon request.

#### 6. UNIFORM ADMINISTRATIVE REQUIREMENTS.

- 6.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations".
- 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 organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.
- 6.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

#### 7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

- General Indemnification. Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.
- 7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal

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

#### 8. NON-DISCRIMINATION & EQUAL OPPORTUNITY

- 8.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex:
- (1) Organization agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- (2) Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (3) Organization will, in all solicitations or advertisements for employees placed by or on behalf of Organization, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.
- (4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.
- 8.2 Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

- 8.3 Section 3 Compliance. Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.
- 8.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.
- 8.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).
- 8.6 **Displacement, Relocation, Acquisition & Replacement of Housing**. Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.
- 8.7 **Eligibility Restrictions**. Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

#### 9. <u>CONFLICTS OF INTEREST.</u>

- 9.1 **Hatch Act Incorporated.** Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).
- 9.2 Conflict of Interest. Organization shall comply with 24 CFR 84.42, which prohibits any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- 9.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 9.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has

#### 10. DRUG-FREE WORK PLACE.

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

#### 11. LEAD BASED PAINT POISONING PREVENTION.

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

#### 12. TERMINATION OF SERVICES & REVERSION OF ASSETS.

- Denial, Discharge, or Termination of Client Services. The denial, discharge or 12.1 termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.
- 12.2 Termination of Contract and Reversion of Assets. It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

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

#### 13. GENERAL TERMS AND CONDITIONS.

- 13.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- 13.2 Other program requirements. Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 13.3 **Assignment.** Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.
- 13.4 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- 13.5 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
- 13.6 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 13.7 **Integration**. This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.

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

To County:

County of Stanislaus

Department of Planning and Community Development

Attention: Planning Director, 1010 Tenth Street, Suite 3400

Modesto, CA 95354

To Organization:

The Center for Human Services

Attention: Cindy Duenas, Executive Director

1700 McHenry Village Way, Suite 11

Modesto, CA 95350

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

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

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

**COUNTY OF STANISLAUS** 

THE CENTER FOR HUMAN SERVICES

Bv:

Angela Freitas, Director

Planning and Community Development

"County"

Cindy Duenas

**Executive Director** 

"Organization"

APPROVED AS TO FORM:

Deputy County Counsel



### **EXHIBIT A**

## Stanislaus County Community Development Block Grant (CDBG)

## **Public Service Grant**

For Fiscal Year 2014-2015

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ent and crisis come families need of utility ncial Planning ency food can be address any maximize the services and

#### **EXHIBIT B**



## CDBG PUBLIC SERVICES BUDGET FY 2014-2015

Organization: Center for Human Services	Project: Westside FRC
Project No: CDBG-	<b>Date:</b> 21-Apr-14
BUDGET AND PROGRAM OBJECTIVE MODIFICAT	TIONS:
FY 2014-2015 Recommended Award based off of sco	
Target number of unduplicated individuals is 169 for F	

Budget Categories		Proposed Budget	····	County Approved Budget
HERE THE PROPERTY OF THE PROPE				作性是在16.00kg (#10.00kg)
Salaries (See Exhibit C)	\$	7,200.00	\$	5,000.00
Fringe Benefits	\$	1,800.00	\$	1,000.00
Subtotal	\$	9,000.00	\$	6,000.00
NONFERSONNELOOSIIS		。 第一次,他们就是一个人的人的人,但是一个人的人的人的人的人的人的人的人的人的人的人的人的人的人的人的人的人的人的人的		<b>使的现在分词形式</b> 点的 <b>有</b> 些能
Rent/Lease of Space (project only):	\$	0.00	\$	0.00
Janitorial:	\$	0.00	\$	0.00
Utilities:	\$	0.00	\$	0.00
Telephone/Internet Services:	\$	0.00	\$	0.00
Insurance (vehicle)		0.00	\$	0.00
Supplies (Office):	\$	0.00	\$	0.00
Printing:	\$	0.00	\$	0.00
Rental/Maintenance Equipment:	\$	0.00	\$	0.00
Food:	\$	0.00	\$	0.00
Automobile/Transportation/Mileage:	\$	0.00	\$	0.00
Staff Training/Conferences:	\$	0.00	\$	0.00
Professional Fees (Parent Recruitment):		0.00	\$	0.00
Subtotal:	\$	0.00	\$	0.00
Office the object of the second of the secon		(and the second of the second	ćω,	<b>。但是他们的一个人的一个人的一个人的一个人的一个人的一个人的一个人的一个人的一个人的一个人</b>
Crisis Fund (Utility Assistance):		11,000.00	\$	8,000.00
Other:		0.00	\$	0.00
Subtotal:		11,000.00	\$	8,000.00
GRANDITOTAL	S.	20,000.00	S	14,000,00

Cindu Duenas	6/5/14
Signature of Project Director or Authorized Person is require	d Date/
TO BE COMPLETED BY CDBG.	
CDBG Staff Recommendation: (App	prove or Deny (Circle one)
KA DA	6/13/14
Signature of Stanieldud County CDRG Official	Date: 1/1/

#### CDBG PUBLIC SERVICE AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and THE CENTER FOR HUMAN SERVICES (hereinafter referred to as "Organization") on July 1, 2014.

#### WITNESSETH

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.; the "Act"); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

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

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

#### 1. SCOPE OF WORK.

- 1.1 **General Scope.** Organization shall provide services under its Oakdale Family Resource Center Program as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.
- 1.2 **Term.** The services of Organization are to commence on July 1, 2014, and end on June 30, 2015, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

#### 2. <u>COMPENSATION.</u>

- 2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$14,000, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.
- 2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) Organization must request a first draw by September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2015; and (4) A fourth and final draw by June 30, 2015. All complete draw requests must be received before June 30, 2015.
- 2.3 Certification of Expenses. In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be

FY 2014-2015 Stanislaus County CDBG Grant Agreement

completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15, 2015, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

- 2.4 **Authorized Personnel.** Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.
- 2.5 **Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner ( $2^{nd}$  quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.
- Salaries. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week. Fringe benefits, which includes taxes and insurance costs paid by the agency 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 agency. 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. <u>USE OF FUNDS.</u>

- 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, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs, and other regulations governing the Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.
- 3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.
- 3.3 **In-eligible Uses of Funds.** In the event that Organization is found to have expended grant funds for in-eligible activities, pursuant to 24 CFR 570.207 and OMB Circular No. A-122 "Cost Principals for Non-profit Organizations", such funds shall be returned to the County.
- 3.7 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manor described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Any FY 2014-2015 Stanislaus County CDBG Grant Agreement

program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants or to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

- 3.5 **Termination of Contract.** Pursuant to 24 CFR 85.43, suspension or termination of this agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience per 24 CFR 85.44.
- (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.
- Reversion of Assets. Upon grant expiration, or upon Organization becoming insolvent, Organization shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under Organization's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to Organization in the form of a loan) in excess of \$25,000 shall: (1) Be utilized in accordance with Section 3.1 General Use of Funds, of this agreement, until five years after expiration of the agreement; or (2) Not used in accordance with 3.1 of this agreement, in which event Organization shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG grant funds for the acquisition of, or improvement to, the property. No payment is required five years after the expiration of this agreement. All returned grant funds or payments shall be treated by County as program income.

#### 4. PROGRAM PARTICIPANT ELIGIBILITY.

- 4.1 **General Eligibility.** Eligibility of program participants, including but not limited to income, citizenship and Consortium area residency, shall be evaluated and documented prior to CDBG program entry by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 4.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.
- 4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.4 Eligible Stanislaus Urban County Areas. Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 276, are considered to be Urban County residents. Grant funded under a Neighborhood Revitalization Strategy Area (NRSA) plan must serve only residents from the NRSA community specified in their project description, as described within Exhibit A "Project Summary".

#### 5. <u>DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.</u>

- 5.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 5.2 Quarterly Reports. Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter.
- 5.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.
- 5.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).
- 5.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.
- Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Organization will 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. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

- 5.7 **Privacy Procedures.** Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.
- 5.8 Audit Provision. Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for Fiscal Year 2013-2014 to be delivered to County by December 30, 2014. Organization agrees to provide additional audits upon request.

#### 6. <u>UNIFORM ADMINISTRATIVE REQUIREMENTS.</u>

- 6.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations".
- 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 organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.
- 6.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

#### 7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

- General Indemnification. Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.
- 7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal

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

#### 8. NON-DISCRIMINATION & EQUAL OPPORTUNITY

- 8.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex:
- (1) Organization agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- (2) Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (3) Organization will, in all solicitations or advertisements for employees placed by or on behalf of Organization, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.
- (4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.
- Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

- 8.3 Section 3 Compliance. Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.
- 8.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.
- 8.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).
- 8.6 **Displacement, Relocation, Acquisition & Replacement of Housing.** Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.
- 8.7 **Eligibility Restrictions**. Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

#### 9. **CONFLICTS OF INTEREST.**

- 9.1 **Hatch Act Incorporated.** Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).
- 9.2 **Conflict of Interest.** Organization shall comply with 24 CFR 84.42, which prohibits any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- 9.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 9.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has

#### 10. DRUG-FREE WORK PLACE.

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

#### 11. <u>LEAD BASED PAINT POISONING PREVENTION.</u>

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

#### 12. TERMINATION OF SERVICES & REVERSION OF ASSETS.

- 12.1 Denial, Discharge, or Termination of Client Services. The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.
- 12.2 Termination of Contract and Reversion of Assets. It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

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

#### 13. GENERAL TERMS AND CONDITIONS.

- 13.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- 13.2 Other program requirements. Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 13.3 **Assignment.** Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.
- 13.4 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- 13.5 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
- 13.6 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 13.7 **Integration**. This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.

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

To County:

County of Stanislaus

Department of Planning and Community Development

Attention: Planning Director, 1010 Tenth Street, Suite 3400

Modesto, CA 95354

To Organization:

The Center for Human Services

Attention: Cindy Duenas, Executive Director

1700 McHenry Village Way, Suite 11

Modesto, CA 95350

- 13.9 Governing Law and Venue. This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.
- 13.10 Authorization. Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

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

**COUNTY OF STANISLAUS** 

THE CENTER FOR HUMAN SERVICES

D.,.

Angela Freitas, Director

Planning and Community Development

"County"

Cindy Duenas

Executive Director

"Organization"

APPROVED AS TO FORM:

Thomas E. Boze

Deputy County Counsel

# Stanislaus

### **EXHIBIT A**

# Stanislaus County Community Development Block Grant (CDBG)

# **Public Service Grant**

For Fiscal Year 2014-2015

۱. ا	Project Summary Page
<b>-1</b>	Project Title: Oakdale Family Resource Center - Crisis Support Program
	Amount Awarded: \$14,000
	Total Project Cost: \$295,616
-2	Agency: Center for Human Services (CHS)
	Agency Address: 1700 McHenry Village Way, Ste. 11, Modesto CA. 95350
	Phone: (209) 526-1476 Fax: (209) 526-0908
-3	Contact Name: Lori B. Schumacher Title: Program Director
	Contact Address (if different than above):Contact e-mail address:  schumacher@centerforhumanservices.org
	Contact Phone: (209) 526-1476 x 143 Fax: (209) 526-0908
-4	Agency Type (check all that apply):
	☑ Non-Profit ☐ For-Profit ☐ Government ☐ Faith-Based ☐ Institution of Higher Education
	Incorporated year: 1970 501(c)(): ⊠Yes or □No Tax ID number:
	DUNS Number (9 digit No.):038119202
5	Number of unduplicated persons to be served by this project: (I) 120
-6	Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment
	- 75% of residents/ families will report improvement in their functioning/well-being - 90% will report satisfaction with the program staff and services.
-7	Summarized Project Description:
	CHS will assist residents and families from Oakdale, Valley Home and Knights Ferry who need assistance with utility bills, food, clothing, temporary shelter and mental health or 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. The goal is to increase each resident's capacity to become a healthy and productive member of the Eastside community by providing concrete support for basic and emergency needs.

### EXHIBIT B



# CDBG PUBLIC SERVICES BUDGET FY 2014-2015

Organization: Center for Human Services	Project: Oakdale FRC				
Project No: CDBG-	<b>Date:</b> 21-Apr-14				
BUDGET AND PROGRAM OBJECTIVE MODIFIC	ATIONS:				
FY 2014-2015 Recommended Award based off of scoring criteria and funding availability.					
Target number of unduplicated individuals is 120 for FY 2014-2015.					

Budget Categories Proposed Budget			County Approved Budget	
REFERENCE COSTS		and the second second second		<b>对的。但是是"关系"的现在分</b> 型
Salaries (See Exhibit C) \$	\$	6,640.00	\$	5,000.00
Fringe Benefits \$	\$	1,660.00	\$	1,000.00
Subtotal	\$	8,300.00	\$	6,000.00
NOWHERSONNELGOSTS	juga.		:4	[2] "我们是我们的自己的发现。""在这
Rent/Lease of Space (project only): \$	\$	0.00	\$	0.00
Janitorial: \$	\$ _	0.00	\$	0.00
Utilities: \$	\$	0.00	\$	0.00
Telephone/Internet Services: \$	\$ _	0.00	\$	0.00
Insurance (vehicle) \$	\$ _	0.00	\$	0.00
Supplies (Office): \$	\$ _	0.00	\$	0.00
Printing: \$	\$ _	0.00	\$	0.00
Rental/Maintenance Equipment: \$		0.00	\$	0.00
Food: \$	\$ _	0.00	\$	0.00
Automobile/Transportation/Mileage: \$	-	0.00	\$	0.00
Staff Training/Conferences: \$	\$ _	0.00	\$	0.00
Professional Fees (Parent Recruitment):		0.00	\$	0.00
Subtotal: \$		0.00	\$	0.00
OTHER PROJECT COSTS				的复数 医艾克氏氏征 医克勒氏征
Crisis Fund (Utility Assistance): \$	-	11,700.00	\$	8,000.00
Other: \$		0.00	\$	0,00
Subtotal: \$		11,700.00	\$	8,000.00
GRAND TOTAL: S	\$	20,000.00	\$	14,000.00

Cindy Duenas	6/5/14
Signature of Project Director or Authorized Person is requ	uired Date: / /
TO BE COMPLETED BY CDI	
CDBG Staff Recommendation:	Approve or Deny (Circle one)
1 A A Du 1	6/13/14
Signature of Stanislaus County CDBG Official	Date; / /

#### CDBG PUBLIC SERVICE AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and THE CENTER FOR HUMAN SERVICES (hereinafter referred to as "Organization") on July 1, 2014.

#### WITNESSETH

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.; the "Act"); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

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

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

#### 1. SCOPE OF WORK.

- 1.1 **General Scope.** Organization shall provide services under its Ceres Partnership for Healthy Children NRSA Parklawn Program as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.
- 1.2 **Term.** The services of Organization are to commence on July 1, 2014, and end on June 30, 2015, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

#### 2. <u>COMPENSATION.</u>

- 2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$20,000, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.
- 2.2 Quarterly Draws. All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) Organization must request a first draw by September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2015; and (4) A fourth and final draw by June 30, 2015. All complete draw requests must be received before June 30, 2015.
- 2.3 Certification of Expenses. In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all

FY 2014-2015 Stanislaus County CDBG Grant Agreement

requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15, 2015, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

- 2.4 **Authorized Personnel.** Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.
- 2.5 **Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner ( $2^{nd}$  quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.
- Salaries. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week. Fringe benefits, which includes taxes and insurance costs paid by the agency 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 agency. 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. <u>USE OF FUNDS.</u>

- 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, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs, and other regulations governing the Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.
- 3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.
- 3.3 **In-eligible Uses of Funds.** In the event that Organization is found to have expended grant funds for in-eligible activities, pursuant to 24 CFR 570.207 and OMB Circular No. A-122 "Cost Principals for Non-profit Organizations", such funds shall be returned to the County.
- 3.7 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manor described within the Stanislaus County Desk Manual for the Community FY 2014-2015 Stanislaus County CDBG Grant Agreement

Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

- 3.5 **Termination of Contract.** Pursuant to 24 CFR 85.43, suspension or termination of this agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience per 24 CFR 85.44.
- (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.
- Reversion of Assets. Upon grant expiration, or upon Organization becoming insolvent, Organization shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under Organization's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to Organization in the form of a loan) in excess of \$25,000 shall: (1) Be utilized in accordance with Section 3.1 General Use of Funds, of this agreement, until five years after expiration of the agreement; or (2) Not used in accordance with 3.1 of this agreement, in which event Organization shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG grant funds for the acquisition of, or improvement to, the property. No payment is required five years after the expiration of this agreement. All returned grant funds or payments shall be treated by County as program income.

#### 4. PROGRAM PARTICIPANT ELIGIBILITY.

- 4.1 **General Eligibility.** Eligibility of program participants, including but not limited to income, citizenship and Consortium area residency, shall be evaluated and documented prior to CDBG program entry by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 4.2 Income Standards. Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.
- 4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then

multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.4 **Eligible Stanislaus Urban County Areas.** Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 276, are considered to be Urban County residents. Grant funded under a Neighborhood Revitalization Strategy Area (NRSA) plan must serve only residents from the NRSA community specified in their project description, as described within Exhibit A "Project Summary".

#### 5. <u>DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.</u>

- 5.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 5.2 Quarterly Reports. Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter.
- 5.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.
- 5.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).
- 5.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.
- Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Organization will 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. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

- 5.7 **Privacy Procedures.** Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.
- 5.8 **Audit Provision.** Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for Fiscal Year 2013-2014 to be delivered to County by December 30, 2014. Organization agrees to provide additional audits upon request.

#### 6. UNIFORM ADMINISTRATIVE REQUIREMENTS.

- 6.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations".
- 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 organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.
- 6.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

#### 7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

- 7.1 General Indemnification. Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.
- 7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release

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

#### 8. <u>NON-DISCRIMINATION & EQUAL OPPORTUNITY</u>

- 8.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex:
- (1) Organization agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- (2) Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (3) Organization will, in all solicitations or advertisements for employees placed by or on behalf of Organization, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.
- (4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.
- Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

- 8.3 Section 3 Compliance. Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.
- 8.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.
- 8.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).
- 8.6 **Displacement, Relocation, Acquisition & Replacement of Housing.** Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.
- 8.7 **Eligibility Restrictions.** Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

#### 9. <u>CONFLICTS OF INTEREST.</u>

- 9.1 **Hatch Act Incorporated.** Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).
- 9.2 **Conflict of Interest.** Organization shall comply with 24 CFR 84.42, which prohibits any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- 9.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 9.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has

#### 10. DRUG-FREE WORK PLACE.

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

#### 11. LEAD BASED PAINT POISONING PREVENTION.

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

#### 12. TERMINATION OF SERVICES & REVERSION OF ASSETS.

- Denial, Discharge, or Termination of Client Services. The denial, discharge or 12.1 termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.
- 12.2 Termination of Contract and Reversion of Assets. It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

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

#### 13. GENERAL TERMS AND CONDITIONS.

- 13.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- 13.2 Other program requirements. Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 13.3 **Assignment.** Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.
- 13.4 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- 13.5 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
- 13.6 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 13.7 **Integration**. This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.

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

To County:

County of Stanislaus

Department of Planning and Community Development

Attention: Planning Director, 1010 Tenth Street, Suite 3400

Modesto, CA 95354

To Organization:

The Center for Human Services

Attention: Cindy Duenas, Executive Director

1700 McHenry Village Way, Suite 11

Modesto, CA 95350

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

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

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

**COUNTY OF STANISLAUS** 

THE CENTER FOR HUMAN SERVICES

By:

Angela Freitas, Director

Planning and Community Development

"County"

Cindy Duenas

Executive Director

"Organization"

APPROVED AS TO FORM:

Thomas E. Boze

Deputy County Counsel

#### **EXHIBIT A**



# Stanislaus County Community Development Block Grant (CDBG)

# **Public Service Grant**

For Fiscal Year 2014-2015

A.	Project Summary Page				
A-1 Project Title: Parklawn United Neighbors (PUN) Violence Prevention Program					
	Amount Awarded: \$20,000				
	Total Project Cost: \$20,000				
A-2	Agency: Center for Human Services-Ceres Partnership for Healthy Children				
	Agency Address: 1700 McHenry Village Way, Ste. 11B, Modesto, CA 95350				
	Phone: <u>209-526-1476</u> Fax: <u>209-526-0908</u>				
A-3	Contact Name: Jennifer Rangel Title: Program Coordinator				
	Contact Address (if different than above):				
	Contact e-mail address: jrangel@centerforhumanservices.org				
	Contact Phone: <u>209-541-0101</u> Fax: <u>209-541-0909</u>				
Α-4	Agency Type (check all that apply):				
	☑ Non-Profit ☐ For-Profit ☐ Government ☐ Faith-Based ☐ Institution of Higher Education				
	Incorporated year:501(c)(): ⊠Yes or □No Tax ID number:				
	DUNS Number (9 digit No.): 03-811-9202				
A-5	Number of unduplicated persons to be served by this project:(I)110				
A-6	, , , , , , , , , , , , , , , , , , , ,				
	-Number of Parklawn residents who receive outreach about available programs				
	-Number of participants who receive case management services				
	-Number of participants who receive resource and referral services				

#### A-7 Summarized Project Description:

Ceres Partnership for Healthy Children (CPHC) serves the families of Ceres and surrounding communities, such as Parklawn. Parklawn is a community of young families who struggle with low income, low education levels, and a high unemployment rate of 12.2%. The neighborhood struggles with gangs and cultural tension. The children see violence in the neighborhood as well as within their own families. Many of the families don't speak the language, lack transportation or documentation, and often do not know what services are available to them or how to navigate these services. CHS/CPHC will help Parklawn families through a Violence Prevention Program. Families will be referred to us by Parklawn United Neighbors to find the tools they need to build healthy families and a safer neighborhood. The services offered through the Violence Prevention Program will include:

- Support to Parklawn neighborhood and facilitate community violence prevention activities
- Case Management services to assist families combating violence, including resource and referral services
- Education, support services and recreational activities scholarships for youth to promote healthy lifestyles
- Budget and financial planning sessions for adults

#### EXHIBIT B



# CDBG PUBLIC SERVICES BUDGET FY 2014-2015

Organization: Center for Human Services	Project: CPHC - Parklawn					
Project No: CDBG-	<b>Date:</b> 21-Apr-14					
BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS: FY 2014-2015 Recommended Award based off of scoring criteria and funding availability.						
Target number of unduplicated individuals is 110 for F						

Budget Categories	Propo	sed Budget	C	ounty Approved Budget
自己经6以前自666年627	-		W. W. M. W. W. W. S.	2011年1月1日 2月1日 1日 1
Salaries (See Exhibit C) \$		4,326.00	\$	6,000.00
Fringe Benefits \$		865.20	. \$	1,200.00
Subtotal \$		5,191.20	\$	7,200.00
NON-PERSONNEL COSTS:	21/21/21	<b>建筑设置加强</b> 基		d Printer Court St.
Rent/Lease of Space (project only): \$		0.00	\$	0.00
Janitorial: \$		0.00	\$	0.00
Utilities: \$		0.00	\$	600.00
Telephone/Internet Services: \$		0.00	\$	0.00
Insurance (vehicle) \$		0.00	\$	0.00
Supplies (Office): \$		0.00	\$	0.00
Printing: \$		0.00	\$	0.00
Rental/Maintenance Equipment: \$		0.00	\$	0.00
Food: \$		0.00	\$	0.00
Automobile/Transportation/Mileage: \$		200.00	\$	200.00
Staff Training/Conferences: \$		0.00	\$	0.00
Professional Fees (Parent Recruitment):		0.00	\$	0.00
Subtotal: \$		200.00	\$	800.00
OTHER PROJECTICOS IS				
Scholarships for Recreational Activities: \$		12,000.00	\$	12,000.00
Indirect @ .15:\$	***************************************	2,608.68	\$	0.00
Subtotal: \$		14,608.68	\$	12,000.00
GRAND TOTAL: \$		19,999.88	\$	20,000.00

GHAND TOTAL: \$	19,999.88	20,000.00
Cindy Duenes	61	15/14
Signature of Project Director or Authorized Person is re	equired Date: /	7
TO BE COMPLETED BY C	DBG MONITORING STAFF:	
	(Approve or Deny (Circle one)	, ,
Sha Dil	6/13	//4/
Signature of Stanislaus/County CDBG Official	Date: / /	

## Board of Supervisors #2014-165 CDBG PUBLIC SERVICE AGREEMENT April 8, 2014

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and THE CHILDREN'S CRISIS CENTER (hereinafter referred to as "Organization") on July 1, 2014.

#### WITNESSETH

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.; the "Act"); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

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

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

#### 1. <u>SCOPE OF WORK.</u>

- 1.1 **General Scope.** Organization shall provide services under its Ceres Respite Shelter Program as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.
- 1.2 **Term.** The services of Organization are to commence on July 1, 2014, and end on June 30, 2015, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

#### 2. <u>COMPENSATION.</u>

- 2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$15,000, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.
- 2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) Organization must request a first draw by September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2015; and (4) A fourth and final draw by June 30, 2015. All complete draw requests must be received before June 30, 2015.
- 2.3 Certification of Expenses. In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be

FY 2014-2015 Stanislaus County CDBG Grant Agreement

completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15, 2015, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

- 2.4 **Authorized Personnel.** Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.
- 2.5 **Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner ( $2^{nd}$  quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.
- Salaries. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week. Fringe benefits, which includes taxes and insurance costs paid by the agency 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 agency. 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. <u>USE OF FUNDS.</u>

- 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, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs, and other regulations governing the Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.
- 3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.
- 3.3 **In-eligible Uses of Funds.** In the event that Organization is found to have expended grant funds for in-eligible activities, pursuant to 24 CFR 570.207 and OMB Circular No. A-122 "Cost Principals for Non-profit Organizations", such funds shall be returned to the County.
- 3.7 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manor described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Any FY 2014-2015 Stanislaus County CDBG Grant Agreement

program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

- 3.5 **Termination of Contract.** Pursuant to 24 CFR 85.43, suspension or termination of this agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience per 24 CFR 85.44.
- (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.
- Reversion of Assets. Upon grant expiration, or upon Organization becoming insolvent, Organization shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under Organization's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to Organization in the form of a loan) in excess of \$25,000 shall: (1) Be utilized in accordance with Section 3.1 General Use of Funds, of this agreement, until five years after expiration of the agreement; or (2) Not used in accordance with 3.1 of this agreement, in which event Organization shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG grant funds for the acquisition of, or improvement to, the property. No payment is required five years after the expiration of this agreement. All returned grant funds or payments shall be treated by County as program income.

#### 4. PROGRAM PARTICIPANT ELIGIBILITY.

- 4.1 **General Eligibility.** Eligibility of program participants, including but not limited to income, citizenship and Consortium area residency, shall be evaluated and documented prior to CDBG program entry by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 4.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.
- 4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.4 **Eligible Stanislaus Urban County Areas.** Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 276, are considered to be Urban County residents. Grant funded under a Neighborhood Revitalization Strategy Area (NRSA) plan must serve only residents from the NRSA community specified in their project description, as described within Exhibit A "Project Summary".

#### 5. <u>DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.</u>

- 5.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 5.2 Quarterly Reports. Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter.
- 5.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.
- 5.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).
- 5.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.
- Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Organization will 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. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

- 5.7 **Privacy Procedures.** Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.
- 5.8 **Audit Provision.** Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for Fiscal Year 2013-2014 to be delivered to County by December 30, 2014. Organization agrees to provide additional audits upon request.

#### 6. UNIFORM ADMINISTRATIVE REQUIREMENTS.

- 6.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations".
- 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 organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.
- 6.3 **Allocable Grant Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

#### 7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

- 7.1 **General Indemnification.** Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.
- 7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal

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

#### 8. NON-DISCRIMINATION & EQUAL OPPORTUNITY

- 8.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex:
- (1) Organization agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- (2) Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (3) Organization will, in all solicitations or advertisements for employees placed by or on behalf of Organization, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.
- (4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.
- Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

- 8.3 **Section 3 Compliance.** Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.
- 8.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.
- 8.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).
- 8.6 **Displacement, Relocation, Acquisition & Replacement of Housing.** Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.
- 8.7 **Eligibility Restrictions**. Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

#### 9. **CONFLICTS OF INTEREST.**

- 9.1 **Hatch Act Incorporated.** Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).
- 9.2 **Conflict of Interest.** Organization shall comply with 24 CFR 84.42, which prohibits any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- 9.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 9.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has

#### 10. DRUG-FREE WORK PLACE.

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

#### 11. LEAD BASED PAINT POISONING PREVENTION.

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

#### 12. TERMINATION OF SERVICES & REVERSION OF ASSETS.

- Denial, Discharge, or Termination of Client Services. The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.
- 12.2 Termination of Contract and Reversion of Assets. It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

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

#### 13. GENERAL TERMS AND CONDITIONS.

- 13.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- 13.2 **Other program requirements.** Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 13.3 **Assignment.** Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.
- 13.4 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- 13.5 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
- 13.6 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 13.7 **Integration**. This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.

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

To County:

County of Stanislaus

Department of Planning and Community Development

Attention: Planning Director, 1010 Tenth Street, Suite 3400

Modesto, CA 95354

To Organization:

Children's Crisis Center

Attention: Colleen Garcia, Executive Director

P.O. Box 1062 Modesto, CA 95353

- 13.9 **Governing Law and Venue.** This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.
- 13.10 **Authorization.** Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

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

**COUNTY OF STANISLAUS** 

By:

By:

Angela Freitas, Director

Planning and Community Development

"County"

Colleen Garcia (Executive Director

CHILDREN'S CRSIS CENTER

"Organization"

APPROVED AS TO FORM:

Deputy County Counsel

# Stanislaus County

#### APPENDIX A

# Stanislaus County Community Development Block Grant (CDBG)

## **Public Service Grant**

For Fiscal Year 2014-2015

A.	Project Summary Page
A-1	Project Title: Children's Respite Shelter in Ceres
	Amount Awarded \$ 15,000
	Total Project Cost \$ 322,991.92
A-2	
	Agency Address: P.O. Box 1062, Modesto, CA 95353
	Phone: (209) 577-0138
A-3	Contact Name: Colleen Garcia Title: Executive Director
	Contact Address (if different than above):
	Contact e-mail address: garciac@childrenscrisiscenter.com
	Contact Phone: (209) 577-0138 Fax: (209) 577-4337
A-4	Agency Type (check all that apply):
	☑ Non-Profit ☐ For-Profit ☐ Government ☐ Faith-Based ☐ Institution of Higher Education
	Incorporated year: 1980 501(c)(3): Yes or No Tax ID number:
	DUNS Number (9 digit No.): 052995354
<b>A-</b> 5	Number of unduplicated persons to be served by this project:(I)_89_
A-6	Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):
	-Number of children assessed for developmental growth -Number of children who received on-site health screenings -Number of children connected to state preschool program -Number of school age children who receive help with school work -Number of parents connected to employment and educational opportunities

A-7 Summarized Project Description:

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

### EXHIBIT B



# CDBG PUBLIC SERVICES BUDGET FY 2014-2015

Organization: Children's Crisis Center	Project: Ceres Respite Shelter					
Project No: CDBG-	<b>Date:</b> 21-Apr-14					
BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:						
FY 2014-2015 Recommended Award based off of scoring criteria and funding availability.						
Target number of unduplicated individuals is 89 for F	Y 2014-2015.					

Budget Categories	Prop	osed Budget	County Approved Budget
PERSONNEL COSTS			4
Salaries (See Exhibit C) \$	;	20,000.00	\$ 15,000.00
Fringe Benefits \$	}	0.00	\$ 0.00
Subtotal \$	}	20,000.00	\$ 15,000.00
NON-PERSONNEL COSTS			
Rent/Lease of Space (project only): \$	3	0.00	\$ 0.00
Janitorial: \$	<b>`</b>	0.00	\$ 0.00
Utilities: \$	6	0.00	\$ 0.00
Telephone/Internet Services: \$	)	0.00	\$ 0.00
Insurance (vehicle) \$	***************************************	0.00	\$ 0.00
Supplies (Office): \$	;	0.00	\$ 0.00
Printing: \$	}	0.00	\$ 0.00
Rental/Maintenance Equipment: \$	3	0.00	\$ 0.00
Food: \$	3	0.00	\$ 0.00
Automobile/Transportation/Mileage: \$	5	0.00	\$ 0.00
Staff Training/Conferences: \$	}	0.00	\$ 0.00
Professional Fees (Parent Recruitment):		0.00	\$ 0.00
Subtotal: \$	3	0.00	\$ 0.00
OTHER PROJECT COSTAS			
Emergency Lodging: \$	******************	0.00	\$ 0.00
Shelter (motel lodging)::\$	***************************************	0.00	\$ 0.00
Subtotal: \$		0.00	\$ 0.00
GRAND TOTAL: S	3	20,000.00	\$ 15,000.00

Emergency Lodging: \$	0.0	00 \$	0.00
Shelter (motel lodging): \$	0.0	<del>00</del> \$	0.00
Subtotal: \$	0.0	\$	0.00
GRAND TOTAL: S	20,000.0	00 \$	15,000.00
Signature of Project Director of Authorized Pers	son <b>is required</b>	0	5/29/14 Date:
TO BE COMPLETE	D BY CDBG MONITO	RING STAFF:	
/ CDBG Staff Recommer	ndation: Approve or	Deny (Circle of	one) , ,
The Dord	The second secon		6/21/4
Signature of Stanislaus County CDBG Official		Date:	/ / /

#### CDBG PUBLIC SERVICE AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and THE COURT APPOINTED SPECIAL ADVOCATES (CASA) OF STANISLAUS COUNTY (hereinafter referred to as "Organization") on July 1, 2014.

#### WITNESSETH

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.; the "Act"); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

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

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

#### 1. SCOPE OF WORK.

- General Scope. Organization shall provide services under its Direct Services Program as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.
- 1.2 **Term.** The services of Organization are to commence on July 1, 2014, and end on June 30, 2015, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

#### 2. COMPENSATION.

- 2.1 Grant Amount Awarded. Organization shall be paid a total consideration of \$9,607, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.
- 2.2 Quarterly Draws. All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) Organization must request a first draw by September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2015; and (4) A fourth and final draw by June 30, 2015. All complete draw requests must be received before June 30, 2015.
- Certification of Expenses. In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement, Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be

completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15, 2015, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

- 2.4 **Authorized Personnel.** Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.
- 2.5 **Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner ( $2^{nd}$  quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.
- Salaries. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week. Fringe benefits, which includes taxes and insurance costs paid by the agency 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 agency. 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. <u>USE OF FUNDS.</u>

- 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, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs, and other regulations governing the Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.
- 3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.
- 3.3 **In-eligible Uses of Funds.** In the event that Organization is found to have expended grant funds for in-eligible activities, pursuant to 24 CFR 570.207 and OMB Circular No. A-122 "Cost Principals for Non-profit Organizations", such funds shall be returned to the County.
- 3.7 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manor described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Any FY 2014-2015 Stanislaus County CDBG Grant Agreement

program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants or to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

- 3.5 **Termination of Contract.** Pursuant to 24 CFR 85.43, suspension or termination of this agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience per 24 CFR 85.44.
- (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.
- Reversion of Assets. Upon grant expiration, or upon Organization becoming insolvent, Organization shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under Organization's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to Organization in the form of a loan) in excess of \$25,000 shall: (1) Be utilized in accordance with Section 3.1 General Use of Funds, of this agreement, until five years after expiration of the agreement; or (2) Not used in accordance with 3.1 of this agreement, in which event Organization shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG grant funds for the acquisition of, or improvement to, the property. No payment is required five years after the expiration of this agreement. All returned grant funds or payments shall be treated by County as program income.

#### 4. PROGRAM PARTICIPANT ELIGIBILITY.

- 4.1 **General Eligibility.** Eligibility of program participants, including but not limited to income, citizenship and Consortium area residency, shall be evaluated and documented prior to CDBG program entry by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 4.2 Income Standards. Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.
- 4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.4 Eligible Stanislaus Urban County Areas. Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 276, are considered to be Urban County residents. Grant funded under a Neighborhood Revitalization Strategy Area (NRSA) plan must serve only residents from the NRSA community specified in their project description, as described within Exhibit A "Project Summary".

# 5. <u>DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.</u>

- 5.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 5.2 Quarterly Reports. Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter.
- 5.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.
- 5.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).
- 5.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.
- General Records. Records must be kept in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Organization will 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. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

- 5.7 **Privacy Procedures.** Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.
- 5.8 **Audit Provision.** Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for Fiscal Year 2013-2014 to be delivered to County by December 30, 2014. Organization agrees to provide additional audits upon request.

# 6. UNIFORM ADMINISTRATIVE REQUIREMENTS.

- 6.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations".
- 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 organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.
- 6.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

# 7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

- General Indemnification. Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.
- 7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal

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

# 8. NON-DISCRIMINATION & EQUAL OPPORTUNITY

- 8.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex:
- (1) Organization agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- (2) Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (3) Organization will, in all solicitations or advertisements for employees placed by or on behalf of Organization, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.
- (4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.
- 8.2 Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that arc attributable to eligible activities. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

- 8.3 Section 3 Compliance. Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.
- 8.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.
- 8.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).
- 8.6 **Displacement, Relocation, Acquisition & Replacement of Housing**. Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.
- 8.7 **Eligibility Restrictions**. Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

# 9. <u>CONFLICTS OF INTEREST.</u>

- 9.1 **Hatch Act Incorporated.** Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).
- 9.2 Conflict of Interest. Organization shall comply with 24 CFR 84.42, which prohibits any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- 9.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 9.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has

# 10. DRUG-FREE WORK PLACE.

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

# 11. LEAD BASED PAINT POISONING PREVENTION.

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

# 12. TERMINATION OF SERVICES & REVERSION OF ASSETS.

- 12.1 Denial, Discharge, or Termination of Client Services. The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.
- Termination of Contract and Reversion of Assets. It is expressly understood and agreed 12.2 that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

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

# 13. GENERAL TERMS AND CONDITIONS.

- 13.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- 13.2 Other program requirements. Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 13.3 **Assignment.** Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.
- 13.4 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- 13.5 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
- 13.6 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 13.7 **Integration**. This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.

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

To County:

County of Stanislaus

Department of Planning and Community Development

Attention: Planning Director, 1010 Tenth Street, Suite 3400

Modesto, CA 95354

To Organization:

Court Appointed Special Advocates (CASA) of Stanislaus County

Steve Ashman, Executive Director

P.O. Box 3488 Modesto, CA 95353

- 13.9 **Governing Law and Venue.** This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.
- 13.10 **Authorization.** Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

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

**COUNTY OF STANISLAUS** 

By:

Angela Freitas, Director
Planning and Community Development

"County"

**Court Appointed Special Advocates of Stanislaus** 

County

By:

2- (100)

Executive Director

"Organization"

APPROVED AS TO FORM:

Thomas E. Boze

Deputy County Counsel

# **EXHIBIT A**



# Stanislaus County Community Development Block Grant (CDBG)

# **Public Service Grant**

For Fiscal Year 2014-2015

Α.	Project Summary Page
A-1	Project Title: <u>Direct Service Project</u>
	Amount Awarded: \$_9,607_
	Total Project Cost: \$_184,000
A-2	Agency: Court Appointed Special Advocates
	Agency Address: P.O. Box 3488 Modesto, CA 95353
	Phone: <u>209-548-6320</u> Fax: <u>209-236-7792</u>
A-3	Contact Name: Steve Ashman Title: Executive Director
	Contact Address (if different than above): SAME
	Contact e-mail address:casaed@stanct.org
	Contact Phone: 209-548-6320 Fax: 209-236-7792
A-4	Agency Type (check all that apply):
	Non-Profit 501(c)(3) ☐ For-Profit ☐ Government ☐ Faith-Based ☐ Institution of Higher Education
	Incorporated year: 2002 Tax ID number: 91-2168629 DUNS Number (9 digit No.):
A-5	Number of unduplicated persons to be served by this project: 11
A-6	Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):
	-Number of advocates recruited -Number of children served who have positive outcomes
A-7	Summarized Project Description:
	CASA connects youth in foster care with case managers who advocate for them throughout their time in the foster care system. At-risk youth in the foster care system are referred to CASA by the Stanislaus County Superior Court to provide advocacy services for children in dependency. The advocate works with everyone involved and makes independent, informed recommendations on the child's behalf directly to the Judge who makes all orders regarding the case. The dedication of CASA volunteers allows judges to ensure successful outcomes for children. For many abused children, their CASA volunteer will be the one constant adult presence in their lives. Independent research has demonstrated that children with a CASA volunteer are substantially less likely to spend time in long-term foster care and less likely to reenter care.

# EXHIBIT B



# CDBG PUBLIC SERVICES BUDGET FY 2014-2015

Organization: CASA Project: Direct Services			es		
Project No: CDBG-	roject No: CDBG- Date: 21-Apr-14				
BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:  FY 2014-2015 Recommended Award based off of scoring criteria and funding availability.  Target number of unduplicated individuals is 11 for FY 2014-2015.					
Budget Categories		Proposed Budget		County Approved Budget	
PERSONNELCOSTS		Live and to the second	Gladaria p		
Salaries (See Exhibit C)	\$	15,000.00	\$	9,607.00	
Fringe Benefits		0.00	\$ -	0.00	
Subtotal		15,000.00	\$	9,607.00	
((e));13:4:60:1011/(e);16:3			<b>**</b>		
Rent/Lease of Space (project only):		0.00	\$ _	0.00	
Janitorial:		0.00	\$ _	0.00	
Utilities:	,	0.00	\$ _	0.00	
Telephone/Internet Services:		0.00	\$	0.00	
Insurance (vehicle)		0.00	\$ _	0.00	
Supplies (Office):		0.00	\$ _	0.00	
Printing:		0.00	\$ _	0.00	
Rental/Maintenance Equipment:		0.00	\$ _	0.00	
Food:	•	0.00	\$ _	0.00	
Automobile/Transportation/Mileage:		0.00	<b>\$</b> _	0.00	
Staff Training/Conferences: Professional Fees (Parent Recruitment):	Ф	0.00	\$ -	0.00	
Subtotal:	¢	0.00	\$ _ <b>c</b> _	0.00 <b>0.00</b>	
OTHER PROJECT COSTS:	y M	0.00	4 · · ·	0.00	
Emergency Lodging:	\$	0.00	\$	0.00	
Shelter (motel lodging):		0.00	\$ <sup>-</sup>	0.00	
Subtotal:		0.00	\$ -	0.00	
GRAND TOTAL:	\$	15,000.00		9,607.00	
Signature of Project Director or Authorized Pe	rsc	on is required	91	6/14 Date:	
TO BE COMPLET	EC	BY COBG-MONITORING	STAFF:		
CDBG Staff Recomme Signature of Stanislaus Jounty CDBG Official	end			ne) (6/0/14/	

### CDBG PUBLIC SERVICE AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and HEALTHY START (DBA: MODESTO CITY SCHOOLS) (hereinafter referred to as "Organization") on July 1, 2014.

### WITNESSETH

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community-Development Act of 1974, as amended (42 USC 5301 et seq.; the "Act"); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

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

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

# 1. SCOPE OF WORK.

- 1.1 **General Scope.** Organization shall provide services under its Airport Family Resource Center Program NRSA Airport as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.
- 1.2 **Term.** The services of Organization are to commence on July 1, 2014, and end on June 30, 2015, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

-17

# 2. COMPENSATION.

- 2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$10,000, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.
- 2.2 Quarterly Draws. All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) Organization must request a first draw by September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2015; and (4) A fourth and final draw by June 30, 2015. All complete draw requests must be received before June 30, 2015.
- 2.3 Certification of Expenses. In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all

FY 2014-2015 Stanislaus County CDBG Grant Agreement

requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15, 2015, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

- 2.4 **Authorized Personnel.** Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.
- 2.5 **Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner ( $2^{nd}$  quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.
- Salaries. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week. Fringe benefits, which includes taxes and insurance costs paid by the agency 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 agency. 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. <u>USE OF FUNDS.</u>

- 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, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs, and other regulations governing the Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.
- 3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.
- 3.3 **In-eligible Uses of Funds.** In the event that Organization is found to have expended grant funds for in-eligible activities, pursuant to 24 CFR 570.207 and OMB Circular No. A-122 "Cost Principals for Non-profit Organizations", such funds shall be returned to the County.
- 3.7 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manor described within the Stanislaus County Desk Manual for the Community FY 2014-2015 Stanislaus County CDBG Grant Agreement

Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

- 3.5 **Termination of Contract.** Pursuant to 24 CFR 85.43, suspension or termination of this agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience per 24 CFR 85.44.
- (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.
- Reversion of Assets. Upon grant expiration, or upon Organization becoming insolvent, Organization shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under Organization's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to Organization in the form of a loan) in excess of \$25,000 shall: (1) Be utilized in accordance with Section 3.1 General Use of Funds, of this agreement, until five years after expiration of the agreement; or (2) Not used in accordance with 3.1 of this agreement, in which event Organization shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG grant funds for the acquisition of, or improvement to, the property. No payment is required five years after the expiration of this agreement. All returned grant funds or payments shall be treated by County as program income.

# 4. PROGRAM PARTICIPANT ELIGIBILITY.

- 4.1 **General Eligibility.** Eligibility of program participants, including but not limited to income, citizenship and Consortium area residency, shall be evaluated and documented prior to CDBG program entry by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 4.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.
- 4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then

multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.4 Eligible Stanislaus Urban County Areas. Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 276, are considered to be Urban County residents. Grant funded under a Neighborhood Revitalization Strategy Area (NRSA) plan must serve only residents from the NRSA community specified in their project description, as described within Exhibit A "Project Summary".

# 5. DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.

- 5.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 5.2 Quarterly Reports. Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter.
- 5.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.
- 5.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).
- 5.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.
- Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Organization will 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. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

- 5.7 **Privacy Procedures.** Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.
- 5.8 **Audit Provision.** Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for Fiscal Year 2013-2014 to be delivered to County by December 30, 2014. Organization agrees to provide additional audits upon request.

## 6. UNIFORM ADMINISTRATIVE REQUIREMENTS.

- 6.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations".
- 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 organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.
- 6.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

### 7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

- 7.1 General Indemnification. Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.
- 7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release

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

# 8. NON-DISCRIMINATION & EQUAL OPPORTUNITY

- 8.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex:
- (1) Organization agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- (2) Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (3) Organization will, in all solicitations or advertisements for employees placed by or on behalf of Organization, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.
- (4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.
- Requal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

- 8.3 Section 3 Compliance. Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.
- 8.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.
- 8.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).
- 8.6 **Displacement, Relocation, Acquisition & Replacement of Housing.** Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.
- 8.7 **Eligibility Restrictions.** Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

# 9. <u>CONFLICTS OF INTEREST.</u>

- 9.1 **Hatch Act Incorporated.** Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).
- 9.2 **Conflict of Interest.** Organization shall comply with 24 CFR 84.42, which prohibits any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- 9.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 9.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has

# 10. DRUG-FREE WORK PLACE.

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

# 11. LEAD BASED PAINT POISONING PREVENTION.

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

# 12. TERMINATION OF SERVICES & REVERSION OF ASSETS.

- 12.1 Denial, Discharge, or Termination of Client Services. The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.
- 12.2 Termination of Contract and Reversion of Assets. It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

FY 2014-2015 Stanislaus County CDBG Grant Agreement

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

## 13. GENERAL TERMS AND CONDITIONS.

- 13.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- 13.2 Other program requirements. Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 13.3 **Assignment.** Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.
- 13.4 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- 13.5 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
- 13.6 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 13.7 **Integration**. This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.

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

To County:

County of Stanislaus

Department of Planning and Community Development

Attention: Planning Director, 1010 Tenth Street, Suite 3400

Modesto, CA 95354

To Organization:

Healthy Start (DBA: Modesto City Schools

Attention: Administrator of Student & Family Support Services

801 Empire Ave. Modesto, CA 95354

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

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

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

**COUNTY OF STANISLAUS** 

By:

Angela Freitas, Director

Planning and Community Development

"County"

HEALTHY START (DBA: MODESTO CITY

SCHOOLS)

By: A Nunez

Administrator of Student & Family Support Services

"Organization"

APPROVED AS TO FORM:

Thomas E. Boze

Deputy County Counsel

Organization Fiscal Representative:

Organization District Representative:

# Stanislaus

# EXHIBIT A

# Stanislaus County Community Development Block Grant (CDBG)

# **Public Service Grant**

For Fiscal Year 2014-2015

Α.	Project Summary Page
A-1	Project Title: Healthy Start Family Resource Center - Airport NRSA
	Amount Awarded: \$10,000.00
	Total Project Cost: \$ 162,584.91
A-2	Agency: Modesto City Schools
	Agency Address: 426 Locust Street, Modesto, CA 95354
	Phone: 209-569-2952 Fax: 209-569-2953
A-3	Contact Name: Heather Sherburn Title: Principal
_	Contact Address (if different than above): 801 Empire Avenue, Modesto, CA 95354
	Contact e-mail address: nunez.j@monet.k12.ca.us
	Contact Phone: <u>209-569-2952</u> Fax: <u>209-569-2953</u>
A-4	Agency Type (check all that apply):
,,,	☐ Non-Profit ☐ For-Profit ☐ Government ☐ Faith-Based ☐ Institution of Higher Education
	Incorporated year: 1996 501(c)( ): Yes or No Tax ID number:
	DUNS Number (9 digit No.): 074675844
A-5	Number of unduplicated persons and households you anticipate serving for this project :(1) 83
A-6	Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):
A-0	
	- Number of families who receive resource and referral services
A-7	Summarized Project Description:
	This Family Resource Center provides supportive services for low-income at-risk children/youth and their families in the unincorporated portions of the NRSA Airport Neighborhood. Case managers work with Orville Wright Elementary School students and their families to provide access and referrals to needed resources revolving around issues such as crisis intervention, job and education training, food insecurity, access to transportation, crime prevention, health insurance enrollment assistance, or mental health services.

# EXHIBIT B



# CDBG PUBLIC SERVICES BUDGET FY 2014-2015

Organization: Healthy Start	Project: Airport FRC					
Project No: CDBG-	<b>Date:</b> 21-Apr-14					
BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:						
FY 2014-2015 Recommended Award based off of scoring criteria and funding availability.						
Target number of unduplicated individuals is 83 for FY 2014-2015.						

Budget Categories		Proposed Budget	County Approved Budget	
REASONNEL GOSTIS		in the contract of the contrac	- 4	
Salaries (See Exhibit C) \$	\$	16,054.08	\$	7,750.00
Fringe Benefits \$	\$	3,210.82	\$	1,550.00
Subtotal \$		19,264.90	\$	9,300.00
Nonereasonnel Costs		Zaria da de la compositione de la composition de la composition de la composition de la composition de la comp	5,03	
Rent/Lease of Space (project only): \$	\$	0.00	\$	0.00
Janitorial: \$	\$	0.00	\$	0.00
Utilities: \$	\$	0.00	\$	0.00
Telephone/Internet Services: \$	\$	0.00	\$	0.00
Insurance (vehicle) \$		0.00	\$	0.00
Office Supplies: \$	\$	485.10	\$	450.00
Printing: \$	\$	0.00	\$	0.00
Rental/Maintenance Equipment: \$	\$	0.00	\$	0.00
Food: \$	\$	0.00	\$	0.00
Automobile/Transportation/Mileage: \$	\$	0.00	\$	0.00
Staff Training/Conferences: \$	\$	0.00	\$	0,00
Professional Fees (Parent Recruitment):		0.00	\$	0.00
Subtotal: \$	\$	485.10	\$	450.00
OTHER PROJECT COSTS			1	
Bus Passes: \$		250.00	\$	250.00
Other: \$	\$	0.00	\$	0.00
Subtotal: \$	\$	250.00	\$	250.00
GRAND TOTAL: \$	\$	20,000.00	\$	10,000.00

Subtotal: \$	250.00	\$	250,00
GHAND TOTAL: \$	20,000.00	<b>\$</b>	10,000.00
A. Dunez		5-16-	14
Signature of Project Director or Authorized Person is rec	quired	Date:	
TO BE COMPLETED BY CO	DEG MONITORING	STAFF:	
CDBG Staff Recommendation:	(Approve) or Deny	(Circle one)	ſ
Kip And		6/1	3/14
Signature of Stanislaus County CDBG Official		Date:	1

# Board of Supervisors #2014-165

# CDBG PUBLIC SERVICE AGREEMENT April 8, 2014

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and THE HEALTHY AGING ASSOCIATION (hereinafter referred to as "Organization") on July 1, 2014.

### WITNESSETH

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.; the "Act"); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

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

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

# 1. <u>SCOPE OF WORK.</u>

- 1.1 **General Scope.** Organization shall provide services under its Young at Heart Program as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.
- 1.2 **Term.** The services of Organization are to commence on July 1, 2014, and end on June 30, 2015, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

# 2. COMPENSATION.

- 2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$16,000, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.
- 2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) Organization must request a first draw by September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2015; and (4) A fourth and final draw by June 30, 2015. All complete draw requests must be received before June 30, 2015.
- 2.3 Certification of Expenses. In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be

FY 2014-2015 Stanislaus County CDBG Grant Agreement

completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15, 2015, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

- 2.4 **Authorized Personnel.** Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.
- 2.5 **Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner ( $2^{nd}$  quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.
- Salaries. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week. Fringe benefits, which includes taxes and insurance costs paid by the agency 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 agency. 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, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs, and other regulations governing the Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.
- 3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.
- 3.3 **In-eligible Uses of Funds.** In the event that Organization is found to have expended grant funds for in-eligible activities, pursuant to 24 CFR 570.207 and OMB Circular No. A-122 "Cost Principals for Non-profit Organizations", such funds shall be returned to the County.
- 3.7 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manor described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Any FY 2014-2015 Stanislaus County CDBG Grant Agreement

program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

- 3.5 **Termination of Contract.** Pursuant to 24 CFR 85.43, suspension or termination of this agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience per 24 CFR 85.44.
- (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.
- Reversion of Assets. Upon grant expiration, or upon Organization becoming insolvent, Organization shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under Organization's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to Organization in the form of a loan) in excess of \$25,000 shall: (1) Be utilized in accordance with Section 3.1 General Use of Funds, of this agreement, until five years after expiration of the agreement; or (2) Not used in accordance with 3.1 of this agreement, in which event Organization shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG grant funds for the acquisition of, or improvement to, the property. No payment is required five years after the expiration of this agreement. All returned grant funds or payments shall be treated by County as program income.

# 4. PROGRAM PARTICIPANT ELIGIBILITY.

- 4.1 **General Eligibility.** Eligibility of program participants, including but not limited to income, citizenship and Consortium area residency, shall be evaluated and documented prior to CDBG program entry by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 4.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.
- 4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.4 **Eligible Stanislaus Urban County Areas.** Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 276, are considered to be Urban County residents. Grant funded under a Neighborhood Revitalization Strategy Area (NRSA) plan must serve only residents from the NRSA community specified in their project description, as described within Exhibit A "Project Summary".

# 5. <u>DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.</u>

- 5.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 5.2 **Quarterly Reports.** Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter.
- 5.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.
- 5.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).
- 5.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.
- Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Organization will 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. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

- 5.7 **Privacy Procedures.** Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.
- 5.8 **Audit Provision.** Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for Fiscal Year 2013-2014 to be delivered to County by December 30, 2014. Organization agrees to provide additional audits upon request.

# 6. UNIFORM ADMINISTRATIVE REQUIREMENTS.

- 6.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations".
- 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 organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.
- 6.3 **Allocable Grant Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

# 7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

- General Indemnification. Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.
- 7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal

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

# 8. <u>NON-DISCRIMINATION & EQUAL OPPORTUNITY</u>

- 8.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex:
- (1) Organization agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- (2) Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (3) Organization will, in all solicitations or advertisements for employees placed by or on behalf of Organization, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.
- (4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.
- Requal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

- 8.3 **Section 3 Compliance.** Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.
- 8.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.
- 8.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).
- 8.6 **Displacement, Relocation, Acquisition & Replacement of Housing**. Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.
- 8.7 **Eligibility Restrictions.** Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

# 9. **CONFLICTS OF INTEREST.**

- 9.1 **Hatch Act Incorporated.** Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).
- 9.2 **Conflict of Interest.** Organization shall comply with 24 CFR 84.42, which prohibits any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- 9.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 9.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has

provided the appropriate disclosures to County.

# 10. <u>DRUG-FREE WORK PLACE.</u>

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

# 11. LEAD BASED PAINT POISONING PREVENTION.

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

# 12. TERMINATION OF SERVICES & REVERSION OF ASSETS.

- 12.1 Denial, Discharge, or Termination of Client Services. The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.
- Termination of Contract and Reversion of Assets. It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

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

# 13. GENERAL TERMS AND CONDITIONS.

- 13.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- 13.2 **Other program requirements.** Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 13.3 **Assignment.** Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.
- 13.4 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- 13.5 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
- 13.6 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 13.7 **Integration**. This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.

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

To County:

County of Stanislaus

Department of Planning and Community Development

Attention: Planning Director, 1010 Tenth Street, Suite 3400

Modesto, CA 95354

To Organization:

Healthy Aging Association

Attn.: Diana Olsen, Executive Director

121 Downey Ave. Suite 121 Modesto, CA 95354

- 13.9 **Governing Law and Venue.** This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.
- 13.10 **Authorization.** Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

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

**COUNTY OF STANISLAUS** 

THE HEALTHY AGING ASSOCIATION

By:

Angela Freitas, Director

Planning and Community Development

"County"

Diana Olsen

**Executive Director** 

"Organization"

APPROVED AS TO FORM:

Thomas E. Boze

**Deputy County Counsel** 

# **EXHIBIT A**



# Stanislaus County Community Development Block Grant (CDBG) Public Service Grant Application For Fiscal Year 2014-2015

Α.	Project Summary Page
A-1	Project Title: "Young at Heart" Strength Training/Exercise, Fall Prevention & Health Education Outreach
	Amount Awarded: \$_16,000
	Total Project Cost \$96,613
A-2	Agency: Healthy Aging Association
	Agency Address: 121 Downey Avenue, Modesto, CA 95354
	Phone: (209) 523-2800 Fax: (209) 558-8648
A-3	Contact Name: <u>Dianna Olsen</u> Title: <u>Executive Director</u>
	Contact Address (if different than above): same
	Contact e-mail address: dolsen8333@aol.com
	Contact Phone: (209) 523-2800 Fax: (209) 558-8648
<b>A-4</b>	Agency Type (check all that apply):
	☑ Non-Profit ☐ For-Profit ☐ Government ☐ Faith-Based ☐ Institution of Higher Education
	Incorporated year: 2000 501(c)(_3): X Yes or  No Tax ID number:
	DUNS Number (9 digit No.): 02-471-4888
A-5	Number of unduplicated persons to be served by this project:(I)_177
A-6	Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):
	- Provide 275 class participants with exercise two to three days per week Provide 400 seniors with Nutritional Education and Fall Prevention Education.
<b>A-7</b>	Summarized Project Description:
	The "Young at Heart" Program provides strength training and exercise, fall prevention, and health education outreach to seniors 62 and over in the cities of Oakdale, Waterford, Hughson, Ceres, Grayson/Westley, Patterson and Newman. The classes are provided two to three times a week in the above listed cities. Health Education and Outreach will also be provided to other unincorporated areas within Stanislaus County. The programs are designed to improve the prevention, early intervention, treatment and management of chronic conditions by providing community-based health and wellness resources for Stanislaus County's low-income and at-risk seniors and disabled individuals at no cost. The classes are available in multiple neighborhoods throughout the county to reduce the barriers to participation by seniors who do not have access to transportation.

# **EXHIBIT B**



# CDBG PUBLIC SERVICES BUDGET FY 2014-2015

Organization: Healthy Aging	Project: Young at Heart Program					
Project No: CDBG-	Date: 21-Apr-14					
BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:						
FY 2014-2015 Recommended Award based off of scoring criteria and funding availability.						
Target number of unduplicated individuals is 177 for FY 2014-2015.						

Budget Categories Proposed Budget		County Approved Budget	
M.	ARTHURSE CHANGES	<b>全国现形形</b>	WINDER KEEPING STATE OF THE
\$	17,232.00	\$	12,850.00
\$	2,144.00	\$	2,570.00
	19,376.00	\$	15,420.00
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\$	0.00	\$	0.00
: \$	624.00	\$	580.00
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		, \$	0.00
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		, \$	0.00
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GRAND TOTAL: \$	20,000.00	16,000.00
Signature of Project Director or Authorized Person is rec	5//3//4 Quired Date:	
TO BE COMPLETED BY CE		
10 BE COMPLETED BY CL	DBG MONITORING STAFF:	
CDBG Staff Recommendation:	Approve or Deny (Circle one)	
A Donal	6/23/1	4
Signature of Stanislaus County CDBG Official	Date:	,

### CDBG PUBLIC SERVICE AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and THE HOWARD TRAINING CENTER (hereinafter referred to as "Organization") on July 1, 2014.

### WITNESSETH

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.; the "Act"); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

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

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

# 1. SCOPE OF WORK.

- 1.1 **General Scope.** Organization shall provide services under its Senior Meals Program as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.
- 1.2 **Term.** The services of Organization are to commence on July 1, 2014, and end on June 30, 2015, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

# 2. <u>COMPENSATION.</u>

- 2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$14,000, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.
- 2.2 Quarterly Draws. All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) Organization must request a first draw by September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2015; and (4) A fourth and final draw by June 30, 2015. All complete draw requests must be received before June 30, 2015.
- 2.3 Certification of Expenses. In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be

FY 2014-2015 Stanislaus County CDBG Grant Agreement

completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15, 2015, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

- 2.4 **Authorized Personnel.** Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.
- 2.5 **Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner ( $2^{nd}$  quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.
- Salaries. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week. Fringe benefits, which includes taxes and insurance costs paid by the agency 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 agency. 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. <u>USE OF FUNDS.</u>

- 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, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs, and other regulations governing the Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.
- 3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.
- 3.3 **In-eligible Uses of Funds.** In the event that Organization is found to have expended grant funds for in-eligible activities, pursuant to 24 CFR 570.207 and OMB Circular No. A-122 "Cost Principals for Non-profit Organizations", such funds shall be returned to the County.
- 3.7 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manor described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Any FY 2014-2015 Stanislaus County CDBG Grant Agreement

program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

- 3.5 **Termination of Contract.** Pursuant to 24 CFR 85.43, suspension or termination of this agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience per 24 CFR 85.44.
- (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.
- Reversion of Assets. Upon grant expiration, or upon Organization becoming insolvent, Organization shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under Organization's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to Organization in the form of a loan) in excess of \$25,000 shall: (1) Be utilized in accordance with Section 3.1 General Use of Funds, of this agreement, until five years after expiration of the agreement; or (2) Not used in accordance with 3.1 of this agreement, in which event Organization shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG grant funds for the acquisition of, or improvement to, the property. No payment is required five years after the expiration of this agreement. All returned grant funds or payments shall be treated by County as program income.

# 4. PROGRAM PARTICIPANT ELIGIBILITY.

- 4.1 **General Eligibility.** Eligibility of program participants, including but not limited to income, citizenship and Consortium area residency, shall be evaluated and documented prior to CDBG program entry by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 4.2 Income Standards. Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.
- 4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.4 Eligible Stanislaus Urban County Areas. Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 276, are considered to be Urban County residents. Grant funded under a Neighborhood Revitalization Strategy Area (NRSA) plan must serve only residents from the NRSA community specified in their project description, as described within Exhibit A "Project Summary".

#### 5. DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.

- 5.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 5.2 Quarterly Reports. Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter.
- 5.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.
- 5.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).
- 5.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.
- 6.6 General Records. Records must be kept in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Organization will 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. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

- 5.7 **Privacy Procedures.** Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.
- 5.8 **Audit Provision.** Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for Fiscal Year 2013-2014 to be delivered to County by December 30, 2014. Organization agrees to provide additional audits upon request.

#### 6. <u>UNIFORM ADMINISTRATIVE REQUIREMENTS.</u>

- 6.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations".
- 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 organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.
- 6.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

#### 7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

- General Indemnification. Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.
- 7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal

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

#### 8. NON-DISCRIMINATION & EQUAL OPPORTUNITY

- 8.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex:
- (1) Organization agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- (2) Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (3) Organization will, in all solicitations or advertisements for employees placed by or on behalf of Organization, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.
- (4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.
- Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

- 8.3 Section 3 Compliance. Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.
- 8.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.
- 8.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).
- 8.6 **Displacement, Relocation, Acquisition & Replacement of Housing**. Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.
- 8.7 **Eligibility Restrictions.** Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

#### 9. <u>CONFLICTS OF INTEREST.</u>

- 9.1 **Hatch Act Incorporated.** Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).
- 9.2 **Conflict of Interest.** Organization shall comply with 24 CFR 84.42, which prohibits any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- 9.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 9.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has

#### 10. DRUG-FREE WORK PLACE.

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

#### 11. LEAD BASED PAINT POISONING PREVENTION.

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

#### 12. TERMINATION OF SERVICES & REVERSION OF ASSETS.

- 12.1 Denial, Discharge, or Termination of Client Services. The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.
- Termination of Contract and Reversion of Assets. It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

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

#### 13. GENERAL TERMS AND CONDITIONS.

- 13.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- 13.2 **Other program requirements.** Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 13.3 **Assignment.** Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.
- 13.4 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- 13.5 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
- 13.6 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 13.7 **Integration**. This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.

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

To County:

County of Stanislaus

Department of Planning and Community Development

Attention: Planning Director, 1010 Tenth Street, Suite 3400

Modesto, CA 95354

To Organization:

The Howard Training Center

Attention: Claudia Miller, Executive Director

1424 Stonum Road Modesto, CA 95351

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

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

By:

**COUNTY OF STANISLAUS** 

1)

THE HOWARD TRAINING CENTER

By:

Angela Freitas, Director

Planning and Community Development

"County"

Claudia Miller Executive Director

"Organization"

APPROVED AS TO FORM:

Thomas E. Boze

Deputy County Counsel

### **EXHIBIT A**

# Stanislaus County Community Development Block Grant (CDBG)

# Public Service Grant Application For Fiscal Year 2014-2015

Α	Project Summary Page				
A-1	Project Title: Senior Meals Program				
	Amount Awarded: \$ 14,000.00				
	Total Project Cost \$ 1,118,240				
A-2	Agency: Howard Training Center				
-	Agency Address: 1424 Stonum Rd, Modesto_CA_95351				
	Phone: 209.538.4000 / 209.593.5630 Fax: 209.538-5674				
<b>A-3</b>	Contact Name: <u>Joe Machado</u> Title: <u>Director of Operations</u>				
	Contact Address (if different than above):				
	Contact e-mail address: <u>imachado@howardtrainingcenter.com</u>				
	Contact Phone: <u>209.593.5630</u> Fax: <u>209.593.5475</u>				
Δ-4	Agency Type (check all that apply):				
- •	Non-Profit ☐ For-Profit ☐ Government ☐ Faith-Based ☐ Institution of Higher Education				
	Incorporated year: 1953 501(c)(3): XYes or No Tax ID number:				
	DUNS Number (9 digit No.):08-533-5289				
Δ-5	Number of unduplicated persons to be served by this project: 378				
A-6	Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):				
	-Improvements in balance and mobility -Self-reported improvements in mental health				
Δ-7	Summarized Project Description:				
	Senior Meal Program provides fresh hot or frozen meals, Monday through Friday, to Seniors 62 years and older residing within eligible Stanislaus Urban County areas. For seniors who are not able to leave their home due to emotional or health problems a meal is delivered to their door. Congregate Meal Sites are available in seven Urban County locations: Oakdale, Newman, Hughson, Patterson, Ceres, Waterford, and Westley-Grayson. The Congregate Meal Sites offer a nutritious hot meal, socialization, and opportunities to remain engaged in the community. The Senior Meal Program targets seniors in the following categories: low income, ethnic minority, frail elderly and individuals with disabilities, and rural and otherwise isolated individuals. Meals provided to seniors help them remain healthy, regain health after an illness/injury, and facilitate them being able to remain independent. Each meal provides 1/3 <sup>rd</sup> the daily nutritional requirements for a senior. The Programs help seniors extend their food budget, while receiving a well-balanced meal. Nutritional education is provided at least four times each year to help seniors implement strategies to address health problems and remain healthy.				

### EXHIBIT B



# CDBG PUBLIC SERVICES BUDGET FY 2014-2015

Organization: Howard Training Center		Project: Senior Me	als Program	
Project No: CDBG-		Date: 21-Apr-14		
BUDGET AND PROGRAM OBJECTIVE MODE FY 2014-2015 Recommended Award based of Target number of unduplicated individuals is 3	ff d	of scoring criteria and funding avail	ability.	
Budget Categories		Proposed Budget	County Approved Budget	
PERSONNEL GIOSTIS	elet Let	Proposed Budget	entrary and an experience of the second	
Salaries (See Exhibit C)	\$	0.00	0.00	
Fringe Benefits		0.00		
Subtotal	\$	0.00	0.00	
NON-RERSONNEL COSTS		是因为此是否则是自己的证明,是		
Rent/Lease of Space (project only):	\$	0.00		
Janitorial:		0.00	0.00	
Utilities:	\$	0.00	0.00	
Telephone/Internet Services:		0.00		
Insurance (vehicle)		0.00		
Program/Office Supplies:		0.00		
Printing:		0.00		
Rental/Maintenance Equipment:		0.00		
Food:		20,000.00		
Automobile/Transportation/Mileage: Staff Training/Conferences:		0.00		
Professional Fees (Parent Recruitment):	Ф	0.00	0.00	
Subtotal:	\$	20,000.00	14,000.00	
OTHER PROJECT COSTS				
Crisis Fund (Utility Assistance):	\$	0.00 \$	0.00	
Other:		0.00		
Subtotal:		0.00		
GRAND TOTAL:	\$	20,000.00	14,000.00	
Signature of Project Director or Authorized Per			5/3/2014 Date!	
CDBG Staff Recomme		D BY CDBG MONITORING STAFF dation. Approve or Deny (Circle		

### Board of Supervisors #2014-165 April 8, 2014

#### CDBG PUBLIC SERVICE AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and THE PARENT RESOURCE CENTER (hereinafter referred to as "Organization") on July 1, 2014.

#### WITNESSETH

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.; the "Act"); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

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

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

#### 1. SCOPE OF WORK.

- 1.1 **General Scope.** Organization shall provide services under its Airport Neighborhood Partnership Program NRSA Airport as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.
- 1.2 **Term.** The services of Organization are to commence on July 1, 2014, and end on June 30, 2015, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

#### 2. COMPENSATION.

- 2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$10,000, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.
- 2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) Organization must request a first draw by September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2015; and (4) A fourth and final draw by June 30, 2015. All complete draw requests must be received before June 30, 2015.
- 2.3 Certification of Expenses. In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all

FY 2014-2015 Stanislaus County CDBG Grant Agreement

requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15, 2015, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

- 2.4 **Authorized Personnel.** Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.
- 2.5 **Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner ( $2^{nd}$  quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.
- Salaries. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week. Fringe benefits, which includes taxes and insurance costs paid by the agency 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 agency. 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. <u>USE OF FUNDS.</u>

- 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, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs, and other regulations governing the Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.
- 3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.
- 3.3 **In-eligible Uses of Funds.** In the event that Organization is found to have expended grant funds for in-eligible activities, pursuant to 24 CFR 570.207 and OMB Circular No. A-122 "Cost Principals for Non-profit Organizations", such funds shall be returned to the County.
- 3.7 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manor described within the Stanislaus County Desk Manual for the Community FY 2014-2015 Stanislaus County CDBG Grant Agreement

Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

- 3.5 **Termination of Contract.** Pursuant to 24 CFR 85.43, suspension or termination of this agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience per 24 CFR 85.44.
- (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.
- Reversion of Assets. Upon grant expiration, or upon Organization becoming insolvent, Organization shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under Organization's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to Organization in the form of a loan) in excess of \$25,000 shall: (1) Be utilized in accordance with Section 3.1 General Use of Funds, of this agreement, until five years after expiration of the agreement; or (2) Not used in accordance with 3.1 of this agreement, in which event Organization shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG grant funds for the acquisition of, or improvement to, the property. No payment is required five years after the expiration of this agreement. All returned grant funds or payments shall be treated by County as program income.

#### 4. PROGRAM PARTICIPANT ELIGIBILITY.

- 4.1 **General Eligibility.** Eligibility of program participants, including but not limited to income, citizenship and Consortium area residency, shall be evaluated and documented prior to CDBG program entry by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 4.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.
- 4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then

multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.4 Eligible Stanislaus Urban County Areas. Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 276, are considered to be Urban County residents. Grant funded under a Neighborhood Revitalization Strategy Area (NRSA) plan must serve only residents from the NRSA community specified in their project description, as described within Exhibit A "Project Summary".

#### 5. <u>DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.</u>

- 5.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 5.2 Quarterly Reports. Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter.
- 5.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.
- 5.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).
- 5.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.
- 5.6 General Records. Records must be kept in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Organization will 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. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

- 5.7 **Privacy Procedures.** Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.
- 5.8 **Audit Provision.** Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for Fiscal Year 2013-2014 to be delivered to County by December 30, 2014. Organization agrees to provide additional audits upon request.

#### 6. UNIFORM ADMINISTRATIVE REQUIREMENTS.

- 6.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations".
- 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 organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.
- 6.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

#### 7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

- 7.1 **General Indemnification.** Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.
- 7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release

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

#### 8. NON-DISCRIMINATION & EQUAL OPPORTUNITY

- 8.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex:
- (1) Organization agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- (2) Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (3) Organization will, in all solicitations or advertisements for employees placed by or on behalf of Organization, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.
- (4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.
- Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

- 8.3 Section 3 Compliance. Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.
- 8.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.
- 8.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).
- 8.6 **Displacement, Relocation, Acquisition & Replacement of Housing**. Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.
- 8.7 **Eligibility Restrictions.** Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

#### 9. CONFLICTS OF INTEREST.

- 9.1 **Hatch Act Incorporated.** Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).
- 9.2 Conflict of Interest. Organization shall comply with 24 CFR 84.42, which prohibits any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- 9.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 9.4 Campaign Contribution Disclosure. Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has

#### 10. DRUG-FREE WORK PLACE.

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

#### 11. LEAD BASED PAINT POISONING PREVENTION.

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

#### 12. TERMINATION OF SERVICES & REVERSION OF ASSETS.

- 12.1 Denial, Discharge, or Termination of Client Services. The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.
- Termination of Contract and Reversion of Assets. It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

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

#### 13. GENERAL TERMS AND CONDITIONS.

- 13.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- 13.2 **Other program requirements.** Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 13.3 **Assignment.** Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.
- 13.4 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- 13.5 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
- 13.6 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 13.7 **Integration**. This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.

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

To County:

County of Stanislaus

Department of Planning and Community Development

Attention: Planning Director, 1010 Tenth Street, Suite 3400

Modesto, CA 95354

To Organization:

Parent Resource Center

Attention: Susan Beasley, Executive Director

811 5<sup>th</sup> St.

Modesto, CA 95351

- 13.9 Governing Law and Venue. This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.
- 13.10 **Authorization.** Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

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

**COUNTY OF STANISLAUS** 

Angela Freitas, Director

Planning and Community Development

"County"

PARENT RESOURCE CENTER

Susan Beasley

**Executive Director** 

"Organization"

APPROVED AS TO FORM:

Thomas E. Boze

By:

**Deputy County Counsel** 

## **EXHIBIT A**

Stanislaus County
Community Development Block Grant (CDBG)

# **Public Service Grant**

For Fiscal Year 2014-2015

A. I	Project Summary Page
A-1	Project Title: Airport Neighborhood Partnership – Airport NRSA
	Amount Awarded: \$ 10,000
	Total Project Cost: \$
A-2	Agency: Parent Resource Center
	Agency Address: 811 5 <sup>th</sup> Street Modesto, CA 95351
	Phone: 549-8193 Fax: 576-8718
A-3	Contact Name: Susanna Mendieta Beasley Title: Executive Director
	Contact Address (if different than above):
	Contact e-mail address: BeasleySM@prcfamilies.org
	Contact Phone: same Fax: same
<b>A-4</b>	Agency Type (check all that apply):
	Non-Profit ☐ For-Profit ☐ Government ☐ Faith-Based ☐ Institution of Higher Education
	Incorporated year: 1992 501(c)(_3): ⊠Yes or □No Tax ID number:
	DUNS Number (9 digit No.): 849394424
A-5	Number of unduplicated persons to be served by this project:(I)_39
<b>A-6</b>	Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):
	Number of participants surveyed who self-report an increase in their understanding of nurturing parenting concepts     Number of participants who self-report an increase will report increased confidence in their parenting skills
<b>A-7</b>	Summarized Project Description:
	Parent Resource Center's (PRC) Airport Neighborhood Partnership (ANP) brings much needed family focused services to one of Modesto's most impoverished and socioeconomically challenged areas. PRC brings 18 years of expertise in providing intensive case management, parent education and supportive services to their collaborative site shared between PRC, Orville Wright Elementary School and Wright Start-Healthy Start. The CDBG funds requested will provide resources to facilitate a parent education group, intensive case management services and onsite childcare while parents attend parent education groups. The parent education provided uses a research based, nurturing, positive parenting curriculum.

#### EXHIBIT B



# CDBG PUBLIC SERVICES BUDGET FY 2014-2015

Organization: Parent Resource Center	Project: Airport Nelghborhood Partnership
Project No: CDBG-	Date: 21-Apr-14
BUDGET AND PROGRAM OBJECTIVE MODIFICATION	ONS:
FY 2014-2015 Recommended Award based off of scori	
Target number of unduplicated individuals is 39 for FY 2	2014-2015.

Budget Categories		Proposed Budget		County Approved Budget
Salaries (See Exhibit C)	\$	17,040.00	\$	8,334.00
Fringe Benefits	\$	3,408.00	\$	1,666.00
Subtotal		20,448.00	\$	10,000.00
Monacination of the contract o				
Rent/Lease of Space (project only):	\$	0.00	\$	0.00
Janitorial:	\$	0.00	\$	0.00
Utilities:	\$	0.00	\$	0.00
Telephone/Internet Services:	\$	0.00	\$	0.00
Insurance (vehicle)	\$	0.00	\$	0.00
Office Supplies:	\$	0.00	\$	0.00
Printing:	\$	0.00	. \$	0.00
Rental/Maintenance Equipment:		0.00	\$	0.00
Food:	-	0.00	\$	0.00
Automobile/Transportation/Mileage:		0.00	\$	0.00
Staff Training/Conferences:	\$	0,00	\$	0.00
Professional Fees (Parent Recruitment):		0.00	\$	0.00
Subtotal:	\$	0.00	··· \$	.0.00
[65] THE STREET OF THE PROPERTY OF THE PROPERT	17			
Bus Passes:		0.00	\$	0.00
Other:		0.00	\$	0.00
	\$_	0.00	\$	0.00
THE TOTAL PROPERTY OF AND TOTAL	\$	20,448.00	\$	10,000.00

The first of the f
22 2046
Jue 23,2014
Date:
NTORING STAFF:
e)or Deny (Circle one)
6/36/14
Date:

#### CDBG PUBLIC SERVICE AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and PROJECT SENTINEL (hereinafter referred to as "Organization") on July 1, 2014.

#### WITNESSETH

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.; the "Act"); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

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

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

#### 1. SCOPE OF WORK.

- 1.1 **General Scope.** Organization shall provide services under its Fair Housing and Tenant and Landlord Program as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.
- 1.2 **Term.** The services of Organization are to commence on July 1, 2014, and end on June 30, 2015, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

#### 2. <u>COMPENSATION.</u>

- 2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$25,000, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.
- 2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) Organization must request a first draw by September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2015; and (4) A fourth and final draw by June 30, 2015. All complete draw requests must be received before June 30, 2015.
- 2.3 Certification of Expenses. In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for grant funds that varies from

FY 2014-2015 Stanislaus County CDBG Grant Agreement

the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15, 2015, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

- 2.4 **Authorized Personnel.** Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.
- 2.5 **Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner ( $2^{nd}$  quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.
- Salaries. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week. Fringe benefits, which includes taxes and insurance costs paid by the agency 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 agency. 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. <u>USE OF FUNDS.</u>

- 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, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs, and other regulations governing the Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.
- 3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.
- 3.3 **In-eligible Uses of Funds.** In the event that Organization is found to have expended grant funds for in-eligible activities, pursuant to 24 CFR 570.207 and OMB Circular No. A-122 "Cost Principals for Non-profit Organizations", such funds shall be returned to the County.
- 3.7 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manor described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant related costs that FY 2014-2015 Stanislaus County CDBG Grant Agreement

benefit program participants *or* to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

- 3.5 **Termination of Contract.** Pursuant to 24 CFR 85.43, suspension or termination of this agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience per 24 CFR 85.44.
- (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.
- Reversion of Assets. Upon grant expiration, or upon Organization becoming insolvent, Organization shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under Organization's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to Organization in the form of a loan) in excess of \$25,000 shall: (1) Be utilized in accordance with Section 3.1 General Use of Funds, of this agreement, until five years after expiration of the agreement; or (2) Not used in accordance with 3.1 of this agreement, in which event Organization shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG grant funds for the acquisition of, or improvement to, the property. No payment is required five years after the expiration of this agreement. All returned grant funds or payments shall be treated by County as program income.

#### 4. **PROGRAM PARTICIPANT ELIGIBILITY.**

- 4.1 General Eligibility. Eligibility of program participants, including but not limited to income, citizenship and Consortium area residency, shall be evaluated and documented prior to CDBG program entry by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 4.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.
- 4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.4 Eligible Stanislaus Urban County Areas. Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 276, are considered to be Urban County residents. Grant funded under a Neighborhood Revitalization Strategy Area (NRSA) plan must serve only residents from the NRSA community specified in their project description, as described within Exhibit A "Project Summary".

#### 5. DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.

- 5.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 5.2 Quarterly Reports. Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter.
- 5.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.
- 5.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).
- 5.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.
- Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Organization will 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. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

- 5.7 **Privacy Procedures.** Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.
- 5.8 **Audit Provision.** Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for Fiscal Year 2013-2014 to be delivered to County by December 30, 2014. Organization agrees to provide additional audits upon request.

#### 6. <u>UNIFORM ADMINISTRATIVE REQUIREMENTS.</u>

- 6.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations".
- 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 organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.
- 6.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

#### 7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

- 7.1 General Indemnification. Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.
- 7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal

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

#### 8. NON-DISCRIMINATION & EQUAL OPPORTUNITY

- 8.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex:
- (1) Organization agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- (2) Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (3) Organization will, in all solicitations or advertisements for employees placed by or on behalf of Organization, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.
- (4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.
- Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

- 8.3 Section 3 Compliance. Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.
- 8.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.
- 8.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).
- 8.6 **Displacement, Relocation, Acquisition & Replacement of Housing**. Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.
- 8.7 **Eligibility Restrictions.** Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

#### 9. CONFLICTS OF INTEREST.

- 9.1 **Hatch Act Incorporated.** Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).
- 9.2 **Conflict of Interest.** Organization shall comply with 24 CFR 84.42, which prohibits any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- 9.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 9.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has

provided the appropriate disclosures to County.

#### 10. DRUG-FREE WORK PLACE.

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

#### 11. LEAD BASED PAINT POISONING PREVENTION.

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

#### 12. TERMINATION OF SERVICES & REVERSION OF ASSETS.

- Denial, Discharge, or Termination of Client Services. The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.
- Termination of Contract and Reversion of Assets. It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

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

#### 13. GENERAL TERMS AND CONDITIONS.

- 13.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- 13.2 Other program requirements. Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 13.3 **Assignment.** Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.
- 13.4 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- 13.5 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
- 13.6 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 13.7 **Integration**. This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.

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

To County:

County of Stanislaus

Department of Planning and Community Development

Attention: Planning Director, 1010 Tenth Street, Suite 3400

Modesto, CA 95354

To Organization:

**Project Sentinel** 

Attention: Ann Marquart, Executive Director

1490 El Camino Real Santa Clara, CA 95050

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

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

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

**COUNTY OF STANISLAUS** 

PROJECT SENTINEL

By:

Angela Freitas, Director

Planning and Community Development

"County"

Ann Marquart
Executive Director

"Organization"

APPROVED AS TO FORM:

Thomas E. Boze

**Deputy County Counsel** 

## EXHIBIT A



# Stanislaus County Community Development Block Grant (CDBG)

# Fair Housing For Fiscal Year 2014-2015

A.	Project Summary Page
<b>A</b> -1	Project Title: Fair Housing and Tenant-Landlord Assistance Program  Amount Awarded: \$\( \frac{25,000}{130,000} \)  Total Project Cost \$\( \frac{130,000}{130,000} \)
A-2	Agency: <u>Project Sentinel</u> Agency Address: <u>1231 8<sup>th</sup> St. Suite 425 St. Modesto, CA 95354</u> Phone: <u>(209) 236-1577</u>
A-3	Contact Name: Ann Marquart Title: Executive Director Contact Address (if different than above): 1490 El Camino Real Santa Clara, CA 95050 Contact e-mail address: amarquart@housing.org Contact Phone: (650) 321-6291 Fax: (650) 321-4173
A-4	Agency Type (check all that apply):  Non-Profit  Government Faith-Based Institution of Higher Education
A-5	Number of unduplicated persons to be served by this project: 255
A-6	Summarized Project Description:
	To fulfill Project Sentinel's and Stanislaus County's mission of equal housing opportunity, the agency combats impediments to fair housing choice through education, investigation, and litigation: To raise the level of awareness of fair housing rights and responsibilities among home seekers, owners, managers, and the general public. To seek cooperation of owners and managers in eliminating those rental practices which are discriminatory. To provide timely and effective services to help persons who have been the victims of discrimination to seek appropriate redress. To provide accurate information and referral on housing questions and other problems which are outside the scope of these proposed services.
	Project Sentinel's mission is fulfilled through: <a href="Enforcement"><u>Enforcement</u></a> . Complaint investigations are initiated within 24 hours of intake. The fair housing coordinator and fair housing director review each complaint to determine an appropriate investigation strategy: testing, surveys, interviews, document review, and research. Bona fide complainants are informed of all available options for resolving fair housing complaints. The following are common outcomes: Requests from persons with disabilities for reasonable accommodations, or minor or inadvertent incidents of discrimination are addressed through education and informal conciliation. More serious violations involve filing formal complaints with HUD or DFEH. Egregious discriminatory practices with the potential for serious harm to individuals or the community at large may be referred to attorneys through our lawyer referral service. <a href="Outreach/Education">Outreach/Education</a> . Community education is a fundamental component of any fair housing service. The agency uses mass media, including radio PSAs, public presentations, targeted trainings, and special events. Much of the media we use will be applied on a countywide basis. Tenant Landlord mediation services will also be provided as part of this grant.

## **EXHIBIT B**



## CDBG BUDGET/PROJECT AMENDMENT FY 2014-2015

Organization:	Project	Sentinel	

Project: Fair Housing/Tenant Landlord Services

Project No: CDBG- Date: 4-Jun-13

#### **BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:**

FY 2014-2015 Recommended Award based off of scoring criteria and funding availability.

Target number of unduplicated individuals is 255 for FY 2014-2015.

Budget Categories		County Approved Budget
PIERSONNEL COSTIS	il except	Buuyet
Salaries (See Exhibit C)	\$	16,417.00
Fringe Benefits	\$	3,283.00
Subtotal	\$	19,700.00
MOVIEE COSTS		
Rent/Lease of Space (project only):	\$	1,175.00
Janitorial;	\$	0.00
Utilities:	\$	535.00
Telephone/Internet Services:	\$	1,040.00
Insurance (vehicle)	\$	0.00
Supplies (Kitchen):	\$	0.00
Printing:	\$	0.00
Rental/Maintenance Equipment:	\$.	0.00
Food:	\$	0.00
Automobile/Transportation/Mileage:	\$	50.00
Staff Training/Conferences:	\$	0.00
Professional Fees (Parent Recruitment):		2,500.00
Subtotal:	\$	5,300.00
OHIEREKOJECH COSTS		
Utility Assistance :	\$	0.00
:	\$	0.00
Subtotal:	\$	0.00
(ETRANIE) TROTTALL	\$	25,000.00

Signature of Project Director or Authorized Person is required

TO BE COMPLETED BY CDBG MONITORING STAFF:
CDBG Staff Recommendation. Approve or Deny (Circle one)
Signature of Stanislaus County CDBG Official

### Board of Supervisors #2014-165 April 8, 2014

#### CDBG PUBLIC SERVICE AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and THE SALVATION ARMY (hereinafter referred to as "Organization") on July 1, 2014.

#### WITNESSETH

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.; the "Act"); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

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

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

#### 1. SCOPE OF WORK.

- 1.1 **General Scope.** Organization shall provide services under its Homeless Meals Program as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.
- 1.2 **Term.** The services of Organization are to commence on July 1, 2014, and end on June 30, 2015, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

#### 2. COMPENSATION.

- 2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$12,805, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.
- Quarterly Draws. All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) Organization must request a first draw by September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2015; and (4) A fourth and final draw by June 30, 2015. All complete draw requests must be received before June 30, 2015.
- 2.3 Certification of Expenses. In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for grant funds that varies from

FY 2014-2015 Stanislaus County CDBG Grant Agreement

the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15, 2015, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

- 2.4 **Authorized Personnel.** Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.
- 2.5 **Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner ( $2^{nd}$  quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.
- Salaries. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour pay Period. Fringe benefits, which includes taxes and insurance costs paid by the agency 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 agency. 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. <u>USE OF FUNDS.</u>

- 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, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs, and other regulations governing the Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.
- 3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.
- 3.3 **In-eligible Uses of Funds.** In the event that Organization is found to have expended grant funds for in-eligible activities, pursuant to 24 CFR 570.207 and OMB Circular No. A-122 "Cost Principals for Non-profit Organizations", such funds shall be returned to the County.
- 3.7 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manor described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant related costs that FY 2014-2015 Stanislaus County CDBG Grant Agreement

benefit program participants *or* to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

- 3.5 **Termination of Contract.** Pursuant to 24 CFR 85.43, suspension or termination of this agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience per 24 CFR 85.44.
- (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.
- Reversion of Assets. Upon grant expiration, or upon Organization becoming insolvent, Organization shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under Organization's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to Organization in the form of a loan) in excess of \$25,000 shall: (1) Be utilized in accordance with Section 3.1 General Use of Funds, of this agreement, until five years after expiration of the agreement; or (2) Not used in accordance with 3.1 of this agreement, in which event Organization shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG grant funds for the acquisition of, or improvement to, the property. No payment is required five years after the expiration of this agreement. All returned grant funds or payments shall be treated by County as program income.

#### 4. PROGRAM PARTICIPANT ELIGIBILITY.

- 4.1 **General Eligibility.** Eligibility of program participants, including but not limited to income, citizenship and Consortium area residency, shall be evaluated and documented prior to CDBG program entry by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 4.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.
- 4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.4 Eligible Stanislaus Urban County Areas. Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 276, are considered to be Urban County residents. Grant funded under a Neighborhood Revitalization Strategy Area (NRSA) plan must serve only residents from the NRSA community specified in their project description, as described within Exhibit A "Project Summary".

### 5. DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.

- 5.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 5.2 Quarterly Reports. Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter.
- 5.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.
- 5.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).
- 5.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.
- 6.6 General Records. Records must be kept in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Organization will 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. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

- 5.7 **Privacy Procedures.** Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.
- 5.8 **Audit Provision.** Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for Fiscal Year 2013-2014 to be delivered to County by December 30, 2014. Organization agrees to provide additional audits upon request.

### 6. UNIFORM ADMINISTRATIVE REQUIREMENTS.

- 6.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations".
- 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 organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.
- 6.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

### 7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

- General Indemnification. Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.
- 7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal

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

### 8. NON-DISCRIMINATION & EQUAL OPPORTUNITY

- 8.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex:
- (1) Organization agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- (2) Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (3) Organization will, in all solicitations or advertisements for employees placed by or on behalf of Organization, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.
- (4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.
- Requal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

- 8.3 Section 3 Compliance. Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.
- 8.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.
- 8.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).
- 8.6 **Displacement, Relocation, Acquisition & Replacement of Housing**. Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.
- 8.7 **Eligibility Restrictions**. Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

### 9. CONFLICTS OF INTEREST.

- 9.1 **Hatch Act Incorporated.** Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).
- 9.2 **Conflict of Interest.** Organization shall comply with 24 CFR 84.42, which prohibits any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- 9.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 9.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has

### 10. <u>DRUG-FREE WORK PLACE.</u>

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

### 11. <u>LEAD BASED PAINT POISONING PREVENTION.</u>

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

### 12. TERMINATION OF SERVICES & REVERSION OF ASSETS.

- 12.1 Denial, Discharge, or Termination of Client Services. The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.
- Termination of Contract and Reversion of Assets. It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

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

### 13. GENERAL TERMS AND CONDITIONS.

- 13.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- 13.2 Other program requirements. Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 13.3 **Assignment.** Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.
- 13.4 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- 13.5 **Provisions Required by Law Deemed Inserted**. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
- 13.6 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 13.7 **Integration**. This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.

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

To County:

County of Stanislaus

Department of Planning and Community Development

Attention: Planning Director, 1010 Tenth Street, Suite 3400

Modesto, CA 95354

To Organization:

The Salvation Army

Attention: Executive Director 625 I Street (P.O. Box 1663)

Modesto, CA 95354

- 13.9 Governing Law and Venue. This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.
- 13.10 Authorization. Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

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

**COUNTY OF STANISLAUS** 

THE SALVATION ARMY

By:

Angela Freitas, Director

Planning and Community Development

"County"

By: ( \_\_\_\_\_\_\_\_)

Executive Director General Secretary

"Organization"

APPROVED AS TO FORM:

Thomas E. Boze

**Deputy County Counsel** 



## Stanislaus County Community Development Block Grant (CDBG)

### **Public Service Grant Application**

For Fiscal Year 2014-2015

Submittal Reminder Due: December 13, 2013 by 4:30 pm

(1) Original;

(10) Copies with Ex. A-C, E & R; (1) Digital Copy with Application in Word, Ex. A-C in Excel, Ex. E & R in PDF (See Application Guidelines for more information)

\* Limit is (1) one grant application submission **per activity** and up to a maximum of (3) three grant application submissions **per agency**. Please fully review the Public Service Grant Application Guidelines prior to starting the application process.

Α.	Project Summary Page
A-1	Project Title: The Salvation Army Homeless Facility Meals Program  Amount Requested \$\( \frac{20,000}{20,000} \) (Amount requested cannot exceed \$20,000. One application per project)  Total Project Cost \$\( \frac{93,256.00}{20} \) (should match Budget "Exhibit A")
A-2	Agency Requesting funding: The Salvation Army  Agency Address: 625 I Street, Modesto, CA 95354  Phone: 209-522-3209 Fax: 209-522-2033  Incorporated year: 1914 501(c)(_3): Yes or No Tax ID number:  DUNS Number (9 digit No.): 074629460
A-3	Contact Name: Debra Qualls Title: Grant Writer and Administrator  Contact Address (if different than above):  Contact e-mail address: debra.qualls@usw.salvationarmy.org  Contact Phone: 209-522-3209 Fax: 209-522-2033
A-4	Agency Type (check all that apply):  ☑ Non-Profit ☐ For-Profit ☐ Government ☑ Faith-Based ☐ Institution of Higher Education
A-5	Number of unduplicated persons and households you anticipate serving for this project:(I 750 (H) 750
A-6	Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):
A-7	Summarized Project Description: In the box below, provide a brief description of the proposed project and what it plans to accomplish if funded (Do not increase box size):  The Salvation Army has been providing food programs and services in Stanislaus County to low-income families, seniors, and homeless individuals since 1895 and continues to meet the need of hunger on a daily basis. The experienced Kitchen Manager/Head Cook has been preparing meals for The Salvation Army meal programs since 2000. The responsibilities of the head cook are to design monthly menus, ordering, inventory, preparation, and cooking of meals, managing kitchen staff. Each morning, Monday through Friday, the kitchen manager/cook and staff begin preparing the Noon Meals Program designed to feed the homeless and low income individuals who are in need of a meal. During the preparation of this program, the Cook also prepares 25 noon meals for clients who are "at home" and not out of the facility for work, school, or other activities. The meals are transported via cambros in a manner that meets all ServeSafe and food handling standards. The shelter cook sets up the lunch in the steam table and serves to the clients of the programs at the Homeless facility. During the year, approximately 215 nights of our evening meals are provided by the community's service clubs, churches, and organizations for the Shelter facility and all the program clients. There are 25 different clubs, churches, and organization that prepare the evening meals and serve the clients.  There are approximately 150 nights where no one is providing the evening meal. The shelter cook prepares the dinners for approximately 140 clients. The food is currently prepared at our downtown facility kitchen and transported to the Shelter facility for serving. More than 30,000 meals are served yearly.

### EXHIBIT B



### CDBG PUBLIC SERVICES BUDGET FY 2014-2015

Organization: Salvation Army	Project: Homeless Meals Program
Project No: CDBG-	Date: 21-Apr-14
BUDGET AND PROGRAM OBJECTIVE MODIFIC FY 2014-2015 Recommended Award based off of	
Target number of unduplicated individuals is 480 for	

Budget Categories	Proposed Budget		County Approved Budget
PERSONNEL COSTS	Froposed Budget		Dudget Augustus
Salaries (See Exhibit C) \$	9,276.00	\$	5,000.00
Fringe Benefits \$	1,855.20	\$	1,000.00
Subtotal \$	11,131.20	\$	6,000.00
NOVERESONNELIGOSIS	eder de da Varia de la		one and the second second
Rent/Lease of Space (project only): \$	0.00	\$	0.00
Janitorial: \$	2,368.80	\$	1,500.00
Utilities: \$	0.00	\$	0.00
Telephone/Internet Services: \$	0.00	\$	0.00
Insurance (vehicle) \$	0.00	\$	0.00
Kitchen Supplies: \$	1,000.00	\$	805.00
Printing: \$	0.00	\$	0.00
Rental/Maintenance Equipment: \$	0.00	\$	0.00
Food: \$	5,500.00	. \$	4,500.00
Automobile/Transportation/Mileage: \$	0.00	\$	0.00
Staff Training/Conferences: \$	0.00	\$	0.00
Professional Fees (Parent Recruitment):	0.00	. \$	0.00
Subtotal: \$	8,868.80	\$	6,805.00
OTHER PROJECT GOSTS		an en	#3* Tel
Bus Passes: \$	0.00	. \$	0.00
Other: \$	0.00	. \$	0.00
Subtotal: \$	0.00	\$	0.00
S GRANDITOTAL: \$	20,000.00	\$ \$	12,805.00

Subtotai. V	0,000.00	Ψ	0,000.00
OTHER PROJECT GOSTS	and water to be supplied.	State at which	
Bus Passes: \$	0.00	\$	0.00
Other: \$	0.00	\$	0.00
Subtotal: \$	0.00	\$	0.00
GRANDITOTAL \$	20,000.00	\$	12,805.00
Depra adellatto		6	.26.14
Signature of Project Director or Authorized Person is re	equired	Dat	e:
	222		
TO BE COMPLETED BY C			
CDBG Staff Recommendation:	(Approve) or Deny (	Circle one)	,
LA Down			0176114
Signature of Stanislaus County CDBG Official		Date:	
V .			, 1
	<del></del>		

Board of Supervisors #2014-165 April 8, 2014

#### CDBG PUBLIC SERVICE AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and THE SALVATION ARMY (hereinafter referred to as "Organization") on July 1, 2014.

#### WITNESSETH

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.; the "Act"); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

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

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

### 1. <u>SCOPE OF WORK.</u>

- 1.1 **General Scope.** Organization shall provide services under its Child Development Program as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.
- 1.2 **Term.** The services of Organization are to commence on July 1, 2014, and end on June 30, 2015, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

### 2. <u>COMPENSATION.</u>

- 2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$14,000, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.
- 2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) Organization must request a first draw by September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2015; and (4) A fourth and final draw by June 30, 2015. All complete draw requests must be received before June 30, 2015.
- 2.3 Certification of Expenses. In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for grant funds that varies from

FY 2014-2015 Stanislaus County CDBG Grant Agreement

the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15, 2015, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

- 2.4 **Authorized Personnel.** Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.
- 2.5 **Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner ( $2^{nd}$  quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.
- Salaries. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour pay feriod. Fringe benefits, which includes taxes and insurance costs paid by the agency 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 agency. 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. <u>USE OF FUNDS.</u>

- 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, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs, and other regulations governing the Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.
- 3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.
- 3.3 **In-eligible Uses of Funds.** In the event that Organization is found to have expended grant funds for in-eligible activities, pursuant to 24 CFR 570.207 and OMB Circular No. A-122 "Cost Principals for Non-profit Organizations", such funds shall be returned to the County.
- 3.7 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manor described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant related costs that FY 2014-2015 Stanislaus County CDBG Grant Agreement

benefit program participants *or* to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

- 3.5 **Termination of Contract.** Pursuant to 24 CFR 85.43, suspension or termination of this agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience per 24 CFR 85.44.
- (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.
- Reversion of Assets. Upon grant expiration, or upon Organization becoming insolvent, Organization shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under Organization's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to Organization in the form of a loan) in excess of \$25,000 shall: (1) Be utilized in accordance with Section 3.1 General Use of Funds, of this agreement, until five years after expiration of the agreement; or (2) Not used in accordance with 3.1 of this agreement, in which event Organization shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG grant funds for the acquisition of, or improvement to, the property. No payment is required five years after the expiration of this agreement. All returned grant funds or payments shall be treated by County as program income.

### 4. PROGRAM PARTICIPANT ELIGIBILITY.

- 4.1 **General Eligibility.** Eligibility of program participants, including but not limited to income, citizenship and Consortium area residency, shall be evaluated and documented prior to CDBG program entry by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 4.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.
- 4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.4 **Eligible Stanislaus Urban County Areas.** Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 276, are considered to be Urban County residents. Grant funded under a Neighborhood Revitalization Strategy Area (NRSA) plan must serve only residents from the NRSA community specified in their project description, as described within Exhibit A "Project Summary".

### 5. DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.

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- 5.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 5.2 Quarterly Reports. Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter.
- 5.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.
- 5.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).
- 5.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.
- Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Organization will 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. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

- 5.7 **Privacy Procedures.** Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.
- 5.8 **Audit Provision.** Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for Fiscal Year 2013-2014 to be delivered to County by December 30, 2014. Organization agrees to provide additional audits upon request.

### 6. UNIFORM ADMINISTRATIVE REQUIREMENTS.

- 6.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations".
- 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 organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.
- 6.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

#### 7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

- General Indemnification. Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.
- 7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal

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

### 8. NON-DISCRIMINATION & EQUAL OPPORTUNITY

- 8.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex:
- (1) Organization agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- (2) Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (3) Organization will, in all solicitations or advertisements for employees placed by or on behalf of Organization, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.
- (4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.
- Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

- 8.3 Section 3 Compliance. Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.
- 8.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.
- 8.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).
- 8.6 **Displacement, Relocation, Acquisition & Replacement of Housing**. Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.
- 8.7 **Eligibility Restrictions.** Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

### 9. <u>CONFLICTS OF INTEREST.</u>

- 9.1 **Hatch Act Incorporated.** Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).
- 9.2 **Conflict of Interest.** Organization shall comply with 24 CFR 84.42, which prohibits any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- 9.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 9.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has

### 10. DRUG-FREE WORK PLACE.

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

### 11. <u>LEAD BASED PAINT POISONING PREVENTION.</u>

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

### 12. TERMINATION OF SERVICES & REVERSION OF ASSETS.

- 12.1 Denial, Discharge, or Termination of Client Services. The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.
- Termination of Contract and Reversion of Assets. It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

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

### 13. GENERAL TERMS AND CONDITIONS.

- 13.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- 13.2 **Other program requirements.** Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 13.3 **Assignment.** Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.
- 13.4 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- 13.5 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
- 13.6 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 13.7 **Integration**. This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.

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

To County:

County of Stanislaus

Department of Planning and Community Development

Attention: Planning Director, 1010 Tenth Street, Suite 3400

Modesto, CA 95354

To Organization:

The Salvation Army

Attention: Executive Director 625 I Street (P.O. Box 1663)

Modesto, CA 95354

- 13.9 **Governing Law and Venue.** This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.
- 13.10 **Authorization.** Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

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

**COUNTY OF STANISLAUS** 

THE SALVATION ARMY

By:

Angela Freitas, Director

Planning and Community Development

"County"

Bv:

- - - -

,

"Organization"

APPROVED AS TO FORM:

Thomas E. Boze

**Deputy County Counsel** 



## Stanislaus County Community Development Block Grant (CDBG)

### **Public Service Grant Application**

For Fiscal Year 2014-2015

Submittal Reminder

Due: December 13, 2013 by

4:30 pm (1) Original;

(10) Copies with Ex. A-C, E & R;

(1) Digital Copy with Application in Word, Ex. A-C in Excel, Ex. E & R in PDF (See Application Guidelines for more information)

\* Limit is (1) one grant application submission **per activity** and up to a maximum of (3) three grant application submissions **per agency**. Please fully review the Public Service Grant Application Guidelines prior to starting the application process.

Α.	Project Summary Page	
A-1	Project Title: The Salvation Army Child Development Center  Amount Requested \$\frac{20,000}{20,0064.64}\$ (Amount requested cannot exceed \$20,000. One application per project)  Total Project Cost \$\frac{560,064.64}{60,064.64}\$ (should match Budget "Exhibit A")	
A-2	Agency Requesting funding: The Salvation Army  Agency Address: 625 I Street, Modesto, CA 95354  Phone: 209-522-3209 Fax: 209-522-2033  Incorporated year: 1914 501(c)(_3): Yes or No Tax ID number  DUNS Number (9 digit No.): 074629460	
A-3	Contact Name: <u>Debra Qualls</u> Title: <u>Grant Writer and Administrator</u> Contact Address (if different than above):  Contact e-mail address: <u>debra.qualls@usw.salvationarmy.org</u> Contact Phone: <u>209-522-3209</u> Fax: <u>209-522-2033</u>	
A-4 A-5	Agency Type (check all that apply):  ☑ Non-Profit ☐ For-Profit ☐ Government ☑ Faith-Based ☐ Institution of Higher Education  Number of unduplicated persons and households you anticipate serving for this project:(I) 75 (H) 75	
A-6	Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):	
A-7	Summarized Project Description: In the box below, provide a brief description of the proposed project and what plans to accomplish if funded (Do not increase box size):	t it
	The Salvation Army Child Development Center in Modesto, located at the corner of Sixth and I streets, opened for service in May, 2000. This 4,000 square-foot building currently provides early childhood education and care for children ages 2 – 6 years that are fully potty-trained. It includes a spacious playground that meets the recreational and physical needs of the children. The license allows for a total of 60 children to be served. This number represents "full time" equivalence. We serve children from all economical and sociological backgrounds. We are located in a low API school service area. This program includes a regular full-time or part-time program as well as a CSPP contract that services 48 children in the community with a preschool program designed for school readiness. Our full-time and part-time program includes private pay as well as alternative payment and county voucher recipients. Children are guided through group and individual learning. Indoor and outdoor activities help the children to develop physically, emotionally, academically, and socially. The CDC is open year-round from 6:45 am TO 5:30 pm Monday thru Friday.	

### EXHIBIT B



### CDBG PUBLIC SERVICES BUDGET FY 2014-2015

Organization: Salvation Army	Project: Child Development Program		
Project No: CDBG-	Date: 21-Apr-14		
BUDGET AND PROGRAM OBJECTIVE MODI	FICATIONS:		
FY 2014-2015 Recommended Award based off	of scoring criteria and funding availability.		
Target number of unduplicated individuals is 53	for FY 2014-2015.		

Budget Categories	Proposed Budget		County Approved Budget
PERSONNEL COSTS	并为证言"特格、特别。"		
Salaries (See Exhibit C) \$	0.00	\$	0.00
Fringe Benefits \$	0.00	\$	0.00
Subtotal \$	0.00	\$	0.00
NON-PERSONNEL COSTS	7.735	organic desire	<b>運</b>
Rent/Lease of Space (project only): \$	0.00	\$	0.00
Janitorial: \$	6,250.00	\$	3,250.00
Utilities: \$	6,250.00	\$	3,250.00
Telephone/Internet Services: \$	0.00	\$	0.00
Insurance (vehicle) \$	0.00	\$	0.00
Office Supplies: \$	0.00	\$	0.00
Printing: \$	0.00	\$	0.00
Rental/Maintenance Equipment: \$	0.00	\$	0.00
Food: \$	7,500.00	\$ .	7,500.00
Automobile/Transportation/Mileage: \$	0.00	\$ .	0.00
Staff Training/Conferences: \$	0.00	\$ .	0.00
Professional Fees (Parent Recruitment):	0.00	\$ .	0.00
Subtotal: \$	20,000.00	\$	14,000.00
OTHER PROJECT COSTS	en e		Control of the Contro
Bus Passes: \$	0.00	\$ .	0.00
Other: \$	0.00	\$ .	0.00
Subtotal: \$	0.00	\$	0.00
GRAND TOTAL S	20,000,00	- S	14,000,00

	,		1 1,0 0 1 1 1 1
OTHER PROJECT COSTS	A CONTRACTOR OF THE STATE OF TH		and the second second
Bus Passes: \$	0.00	\$	0.00
Other: \$	0.00	\$	0.00
Subtotal: \$	0.00	\$	0.00
GRAND TOTAL: \$	20,000.00	\$	14,000.00
Signature of Project Director of Authorized Person	on <b>is required</b>		) 0 · 26 · 14 ate:
TO BE COMPLETED	BY CDBG MONITORIN	IG STAFF:	
CDBG Staff Recommend	dation: (Approve or De	ny (Circle one	<del>,</del>
That Das			6/26/14
Signature of Stanislaus County CDBG Official		Date:	1 1 '

#### CDBG PUBLIC SERVICE AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and THE SALVATION ARMY RED SHIELD (hereinafter referred to as "Organization") on July 1, 2014.

#### WITNESSETH

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.; the "Act"); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

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

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

### 1. SCOPE OF WORK.

- 1.1 **General Scope.** Organization shall provide services under its Tutoring and Mentoring Program as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.
- 1.2 **Term.** The services of Organization are to commence on July 1, 2014, and end on June 30, 2015, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

### 2. COMPENSATION.

- 2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$19,812, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.
- 2.2 Quarterly Draws. All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) Organization must request a first draw by September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2015; and (4) A fourth and final draw by June 30, 2015. All complete draw requests must be received before June 30, 2015.
- 2.3 Certification of Expenses. In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be

completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15, 2015, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

- 2.4 **Authorized Personnel.** Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.
- 2.5 **Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner ( $2^{nd}$  quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.
- Salaries. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week. Fringe benefits, which includes taxes and insurance costs paid by the agency 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 agency. 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. <u>USE OF FUNDS.</u>

- 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, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs, and other regulations governing the Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.
- 3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.
- 3.3 **In-eligible Uses of Funds.** In the event that Organization is found to have expended grant funds for in-eligible activities, pursuant to 24 CFR 570.207 and OMB Circular No. A-122 "Cost Principals for Non-profit Organizations", such funds shall be returned to the County.
- 3.7 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manor described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Any FY 2014-2015 Stanislaus County CDBG Grant Agreement

program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

- 3.5 **Termination of Contract.** Pursuant to 24 CFR 85.43, suspension or termination of this agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience per 24 CFR 85.44.
- (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.
- Reversion of Assets. Upon grant expiration, or upon Organization becoming insolvent, Organization shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under Organization's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to Organization in the form of a loan) in excess of \$25,000 shall: (1) Be utilized in accordance with Section 3.1 General Use of Funds, of this agreement, until five years after expiration of the agreement; or (2) Not used in accordance with 3.1 of this agreement, in which event Organization shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG grant funds for the acquisition of, or improvement to, the property. No payment is required five years after the expiration of this agreement. All returned grant funds or payments shall be treated by County as program income.

### 4. **PROGRAM PARTICIPANT ELIGIBILITY.**

- 4.1 General Eligibility. Eligibility of program participants, including but not limited to income, citizenship and Consortium area residency, shall be evaluated and documented prior to CDBG program entry by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 4.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.
- 4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.4 Eligible Stanislaus Urban County Areas. Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 276, are considered to be Urban County residents. Grant funded under a Neighborhood Revitalization Strategy Area (NRSA) plan must serve only residents from the NRSA community specified in their project description, as described within Exhibit A "Project Summary".

### 5. DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.

- 5.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 5.2 Quarterly Reports. Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter.
- 5.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.
- 5.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).
- 5.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.
- Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Organization will 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. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

- 5.7 **Privacy Procedures.** Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.
- 5.8 Audit Provision. Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for Fiscal Year 2013-2014 to be delivered to County by December 30, 2014. Organization agrees to provide additional audits upon request.

### 6. UNIFORM ADMINISTRATIVE REQUIREMENTS.

- 6.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations".
- 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 organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.
- 6.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

#### 7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

- General Indemnification. Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.
- 7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal

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

### 8. NON-DISCRIMINATION & EQUAL OPPORTUNITY

- 8.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex:
- (1) Organization agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- (2) Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (3) Organization will, in all solicitations or advertisements for employees placed by or on behalf of Organization, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.
- (4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.
- Requal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

- 8.3 Section 3 Compliance. Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.
- 8.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.
- 8.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).
- 8.6 **Displacement, Relocation, Acquisition & Replacement of Housing**. Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.
- 8.7 **Eligibility Restrictions.** Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

### 9. <u>CONFLICTS OF INTEREST.</u>

- 9.1 **Hatch Act Incorporated.** Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).
- 9.2 Conflict of Interest. Organization shall comply with 24 CFR 84.42, which prohibits any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- 9.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 9.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has

### 10. DRUG-FREE WORK PLACE.

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

### 11. LEAD BASED PAINT POISONING PREVENTION.

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

### 12. TERMINATION OF SERVICES & REVERSION OF ASSETS.

- 12.1 Denial, Discharge, or Termination of Client Services. The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.
- 12.2 Termination of Contract and Reversion of Assets. It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

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

### 13. GENERAL TERMS AND CONDITIONS.

- 13.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- 13.2 Other program requirements. Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 13.3 **Assignment.** Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.
- 13.4 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- 13.5 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
- 13.6 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 13.7 **Integration**. This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.

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

To County:

County of Stanislaus

Department of Planning and Community Development

Attention: Planning Director, 1010 Tenth Street, Suite 3400

Modesto, CA 95354

To Organization:

The Salvation Army Red Shield

Attention: Lt. Caroline Rowe, Director

1649 Las Vegas Blvd. Modesto, CA 95358

- 13.9 Governing Law and Venue. This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.
- 13.10 Authorization. Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

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

**COUNTY OF STANISLAUS** 

THE SALVATION ARMY RED SHIELD

By:

Angela Freitas, Director

Planning and Community Development

"County"

Director

"Organization"

PPROVED AS TO FORM:

Thomas F Boze

Deputy County Counsel

### **EXHIBIT A**



# Stanislaus County Community Development Block Grant (CDBG)

### **Public Service Grant**

For Fiscal Year 2014-2015

A.	Project Summary Page
A-1	Project Title: Tutoring and Computer Program
	Amount Awarded: \$_ 19,812
	Total Project Cost \$_55,987.92
A-2	
	Agency Address: 1649 Las Vegas Blvd. Modesto, CA 95358
	Phone: 209-538-7111 Fax: 209-538-0724
A-3	Contact Name: Lt. Caroline Rowe Title: Director - Officer
	Contact Address (if different than above):
	Contact e-mail address: caroline.rowe@usw.salvationarmy.org
	Contact Phone: 209-262-0479 Fax: 209-538-0724
<b>A-4</b>	Agency Type (check all that apply):
	☑ Non-Profit ☐ For-Profit ☐ Government ☐ Faith-Based ☐ Institution of Higher Education
	Incorporated year: 1949 501(c)(_3):  Yes or  No Tax ID number:
	DUNS Number (9 digit No.): <u>07-462-9460</u>
A-5	Number of unduplicated persons to be served by this project:(I)135
<b>A-6</b>	Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):
	-Number of participants who have improved grades
	-Improved graduation rates -Improved participant computer literacy
	-improved participant computer interacy
A-7	Summarized Project Description:
	This program offers low-income children attending the Red Shield's Youth Center, located in South Modesto, additional help with their homework. Each student enrolled in the program receives an assessment so focus can be brought to the areas where each student needs the most assistance. In the case where no homework is given, the children work on level appropriate packets of work that have been prepared by a licensed teacher. The tutoring center also offers students participating in the program access to books in the library, and to computers in the computer lab.

### **EXHIBIT B**



### CDBG PUBLIC SERVICES BUDGET FY 2014-2015

Organization: Salvation Army Red Shield	Project:	Tutoring and	Mentoring Program
Project No: CDBG-	Date:	21-Apr-14	
BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS: FY 2014-2015 Recommended Award based off of scoring criteria and funding availability.  Target number of unduplicated individuals is 135 for FY 2014-2015.			
Budget Categories	Proposed Budget		County Approved Budget
PERSONNEL COSTS			
Salaries (See Exhibit C) \$	15,612.00	\$_	15,612.00
Fringe Benefits \$	0.00	\$	0.00

Budget Categories	Proposed Budget		County Approved Budget
PERSONNEL COSTS			
Salaries (See Exhibit C) \$	15,612.0	0 \$	15,612.00
Fringe Benefits \$	0.0	0 \$	0.00
Subtotal \$	15,612.0	<del>0</del> \$ -	15,612.00
NONFRERSONNELLCOSTS		$\mathcal{M}(\mathcal{M}, \mathcal{M}, \mathcal{M})$	
Rent/Lease of Space (project only): \$	0.0	0 \$	0.00
Janitorial: \$	0.0	<del>-</del> 5 -	0.00
Utilities: \$	1,400.0	0 \$	1,400.00
Telephone/Internet Services: \$	0.0	5 \$	0.00
Insurance (vehicle) \$	0.0	<del>-</del> 5	0.00
Kitchen Supplies: \$	0.0	<u> </u>	0.00
Printing: \$	0.0	ō	0.00
Rental/Maintenance Equipment: \$	0.0	<del>-</del> 5	0.00
Food: \$	1,500.0	0 \$	1,800.00
Automobile/Transportation/Mileage: \$	0.0	0 \$	0.00
Staff Training/Conferences: \$	0.0	5 \$ -	0.00
Professional Fees (Parent Recruitment):	0.0	<del>0</del> \$ <del></del>	0.00
Subtotal: \$	2,900.0	0 \$	3,200.00
OTHER PROJECT COSTS		e de la companya de l	
SAY Store Supplies: \$			1,000.00
Computer Monthly Pizza Party: \$		0 \$	0.00
Subtotal: \$		0 \$	1,000.00
CHARGE CONTRACTOR OF GRAND TOTAL IS	19 812 0	n) e	19 812 00

Computer Monthly Pizza Party: \$ 300.00 \$ 0.00

Subtotal: \$ 1,300.00 \$ 1,000.00

GRAND TOTAL: \$ 19,812.00 \$ 19,812.00

TO BE COMPLETED BY CDBG MONITORING STAFF:

CDBG Staff Recommendation: Approve or Deny (Circle one)

Signature of Stanislaus County CDBG Official

Date:

### CDBG PUBLIC SERVICE AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and the SECOND HARVEST FOOD BANK OF SAN JOAQUIN AND STANISLAUS COUNTIES (hereinafter referred to as "Organization") on July 1, 2014.

### WITNESSETH

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.; the "Act"); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

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

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

### 1. SCOPE OF WORK.

- 1.1 **General Scope.** Organization shall provide services under its Emergency Food Assistance Program as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.
- 1.2 **Term.** The services of Organization are to commence on July 1, 2014, and end on June 30, 2015, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

### 2. <u>COMPENSATION.</u>

- 2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$12,805, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.
- 2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) Organization must request a first draw by September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2015; and (4) A fourth and final draw by June 30, 2015. All complete draw requests must be received before June 30, 2015.
- 2.3 Certification of Expenses. In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be

FY 2014-2015 Stanislaus County CDBG Grant Agreement

completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15, 2015, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

- 2.4 **Authorized Personnel.** Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.
- 2.5 **Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner ( $2^{nd}$  quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.
- Salaries. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week. Fringe benefits, which includes taxes and insurance costs paid by the agency 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 agency. 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. <u>USE OF FUNDS.</u>

- 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, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs, and other regulations governing the Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.
- 3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.
- 3.3 **In-eligible Uses of Funds.** In the event that Organization is found to have expended grant funds for in-eligible activities, pursuant to 24 CFR 570.207 and OMB Circular No. A-122 "Cost Principals for Non-profit Organizations", such funds shall be returned to the County.
- 3.7 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manor described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Any FY 2014-2015 Stanislaus County CDBG Grant Agreement

program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

- 3.5 **Termination of Contract.** Pursuant to 24 CFR 85.43, suspension or termination of this agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience per 24 CFR 85.44.
- (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.
- Reversion of Assets. Upon grant expiration, or upon Organization becoming insolvent, Organization shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under Organization's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to Organization in the form of a loan) in excess of \$25,000 shall: (1) Be utilized in accordance with Section 3.1 General Use of Funds, of this agreement, until five years after expiration of the agreement; or (2) Not used in accordance with 3.1 of this agreement, in which event Organization shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG grant funds for the acquisition of, or improvement to, the property. No payment is required five years after the expiration of this agreement. All returned grant funds or payments shall be treated by County as program income.

### 4. **PROGRAM PARTICIPANT ELIGIBILITY.**

- 4.1 **General Eligibility.** Eligibility of program participants, including but not limited to income, citizenship and Consortium area residency, shall be evaluated and documented prior to CDBG program entry by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 4.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.
- 4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.4 **Eligible Stanislaus Urban County Areas.** Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 276, are considered to be Urban County residents. Grant funded under a Neighborhood Revitalization Strategy Area (NRSA) plan must serve only residents from the NRSA community specified in their project description, as described within Exhibit A "Project Summary".

### 5. DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.

- 5.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 5.2 Quarterly Reports. Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter.
- 5.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.
- 5.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).
- 5.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.
- 6.6 General Records. Records must be kept in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Organization will 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. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

- 5.7 **Privacy Procedures.** Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.
- 5.8 **Audit Provision.** Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for Fiscal Year 2013-2014 to be delivered to County by December 30, 2014. Organization agrees to provide additional audits upon request.

#### 6. UNIFORM ADMINISTRATIVE REQUIREMENTS.

- 6.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations".
- 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 organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.
- 6.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

### 7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

- General Indemnification. Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.
- 7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal

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

### 8. <u>NON-DISCRIMINATION & EQUAL OPPORTUNITY</u>

- 8.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex:
- (1) Organization agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- (2) Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (3) Organization will, in all solicitations or advertisements for employees placed by or on behalf of Organization, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.
- (4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.
- Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

- 8.3 **Section 3 Compliance.** Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.
- 8.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.
- 8.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).
- 8.6 **Displacement, Relocation, Acquisition & Replacement of Housing**. Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.
- 8.7 **Eligibility Restrictions**. Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

### 9. <u>CONFLICTS OF INTEREST.</u>

- 9.1 **Hatch Act Incorporated.** Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).
- 9.2 **Conflict of Interest.** Organization shall comply with 24 CFR 84.42, which prohibits any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- 9.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 9.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has

### 10. DRUG-FREE WORK PLACE.

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

### 11. LEAD BASED PAINT POISONING PREVENTION.

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

### 12. TERMINATION OF SERVICES & REVERSION OF ASSETS.

- 12.1 Denial, Discharge, or Termination of Client Services. The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.
- 12.2 Termination of Contract and Reversion of Assets. It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

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

### 13. GENERAL TERMS AND CONDITIONS.

- 13.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- 13.2 **Other program requirements.** Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 13.3 **Assignment.** Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.
- 13.4 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- 13.5 **Provisions Required by Law Deemed Inserted**. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
- 13.6 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 13.7 **Integration**. This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.

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

To County:

County of Stanislaus

Department of Planning and Community Development

Attention: Planning Director, 1010 Tenth Street, Suite 3400

Modesto, CA 95354

To Organization:

Second Harvest Food Bank of San Joaquin and Stanislaus Counties

Attention: Mike Mallory, Chief Executive Officer

704 E. Industrial Park Drive

Manteca, CA 95337

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

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

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

**COUNTY OF STANISLAUS** 

SECOND HARVEST FOOD BANK OF SAN JOAQUIN AND STANISLAUS COUNTIES

nzikemallory

By:

Angela Freitas, Director

Planning and Community Development

Mike Mallory

Chief Executive Officer

"County"

"Organization"

APPROVED AS TO FORM:

Thomas E. Boze

**Deputy County Counsel** 

# Stanislaus

### **EXHIBIT A**

# Stanislaus County Community Development Block Grant (CDBG)

# **Public Service Grant**

For Fiscal Year 2014-2015

Α.	Project Summary Page
<b>A-1</b>	Project Title: Emergency Food Program
	Amount Awarded: \$12,805
	Total Project Cost \$ 842,296
A-2	Agency: Second Harvest Food Bank of San Joaquin & Stanislaus Counties
	Agency Address: 704 E. Industrial Park Drive Manteca, California 95337-6116
	Phone: 209-239-2091 Fax: 209-239-2086
A-3	Contact Name: Mike Mallory Title: Chief Executive Officer
	Contact Address (if different than above):
	Contact e-mail address: mmallory@secondharvest.org
	Contact Phone: 209-239-2091 Fax: 209-239-2086
A-4	Agency Type (check all that apply):
	☑ Non-Profit ☐ For-Profit ☐ Government ☐ Faith-Based ☐ Institution of Higher Education
	Incorporated year: 1995 501(c)(3): Yes or No Tax ID number:
	DUNS Number (9 digit No.): 169214483
A-5	Number of unduplicated persons to be served by this project:(I) 14,576
A-6	Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):
	-Increased non-profit participation throughout Stanislaus County -Number of homeless persons served -Number of veterans served -Number served 62 and over
A-7	Summarized Project Description:
	The Food Assistance Program interacts with non-profit charities that have a food pantry program of their own. This program is currently serving 22 non-profit organizations in the Cities of Ceres, Newman, Oakdale, Patterson, Waterford, and the unincorporated cities of Stanislaus County. Each non-profit organization visits the Food Bank to select packaged groceries, canned fruits and vegetables, cereals and breads, dairy products, meats, and fresh fruits and vegetables. Through the Food Assistance Program, Second Harvest Food Bank is able to collect, store, and distribute a large quantity and diversity of food product, and in turn make these groceries available to local non-profit charities.

### EXHIBIT B



# CDBG PUBLIC SERVICES BUDGET FY 2014-2015

Organization: Second Harvest	Project: Emergency Food Program					
Project No: CDBG-	<b>Date:</b> 8-May-14					
BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:						
FY 2013-2014 Recommended Award based off of scoring criteria and funding availability.						
Target number of unduplicated individuals is 14,576 for FY 2014-2015.						

Budget Categories	Proposed Budget		County Approved Budget
PERSONNEL COSTS			
Salaries (See Exhibit C) \$	0.00	\$	0.00
Fringe Benefits \$	0.00	\$	0.00
Subtotal \$	0.00	\$	0.00
NON-PERSONNEL COSTS			
Rent/Lease of Space (project only): \$	0.00	\$	0.00
Janitorial: \$	0.00	\$	0.00
Utilities: \$	0.00	\$	0.00
Telephone/Internet Services: \$	0.00	\$	0.00
Insurance (vehicle) \$	0.00	\$	0.00
Supplies (Office): \$	0.00	\$	0.00
Printing: \$	0.00	\$ _	0.00
Rental/Maintenance Equipment: \$	0.00	\$	0.00
Food: \$	20,000.00	\$ _	12,805.00
Automobile/Transportation/Mileage: \$	0.00	\$ _	0.00
Staff Training/Conferences: \$	0.00	\$	0.00
Professional Fees (Parent Recruitment):	0.00	\$ _	0.00
Subtotal: \$	20,000.00	\$	12,805.00
OTHER PROJECT COSTS			
Other: \$	0.00	\$	0.00
Shelter (motel lodging): \$	0.00	\$ _	0.00
Subí. *	0.00	\$	0.00
AAND TOTAL	20,000.00	\$	12,805.00

Shelter (motel lodging): \$	0.00	\$	0.00
Subl. *	0.00	\$	0.00
HAND TOTAL	20,000.00	\$	12,805.00
I Ar		P)(10	4114
Signature of Project Director or Authorized Person is	s required	Date	<b>}</b> ',
		~=·-	
TO BE COMPLETED BY			
CDBG Staff Recommendation	on: \ Approve or Deny	(Circle one)	. /
The Ond		6	18/14
Signature of Stanjelaus County CDBG Official		Date:	, .
		CAMPAGNA CONTRACTOR AND	

## Board of Supervisors #2014-165 CDBG PUBLIC SERVICE AGREEMENT April 8, 2014

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and the SECOND HARVEST FOOD BANK OF SAN JOAQUIN AND STANISLAUS COUNTIES (hereinafter referred to as "Organization") on July 1, 2014.

#### WITNESSETH

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.; the "Act"); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

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

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

### 1. <u>SCOPE OF WORK.</u>

- 1.1 **General Scope.** Organization shall provide services under its Food 4 Thought Program as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.
- 1.2 **Term.** The services of Organization are to commence on July 1, 2014, and end on June 30, 2015, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

### 2. <u>COMPENSATION.</u>

- 2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$18,000, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.
- 2.2 Quarterly Draws. All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) Organization must request a first draw by September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2015; and (4) A fourth and final draw by June 30, 2015. All complete draw requests must be received before June 30, 2015.
- 2.3 Certification of Expenses. In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be

FY 2014-2015 Stanislaus County CDBG Grant Agreement

completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15, 2015, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

- 2.4 **Authorized Personnel.** Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.
- 2.5 **Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner ( $2^{nd}$  quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.
- Salaries. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week. Fringe benefits, which includes taxes and insurance costs paid by the agency 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 agency. 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, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs, and other regulations governing the Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.
- 3.2 Compliance with Local Code. Organization agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.
- 3.3 **In-eligible Uses of Funds.** In the event that Organization is found to have expended grant funds for in-eligible activities, pursuant to 24 CFR 570.207 and OMB Circular No. A-122 "Cost Principals for Non-profit Organizations", such funds shall be returned to the County.
- 3.7 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manor described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Any FY 2014-2015 Stanislaus County CDBG Grant Agreement

program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants or to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

- 3.5 **Termination of Contract.** Pursuant to 24 CFR 85.43, suspension or termination of this agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience per 24 CFR 85.44.
- (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.
- Reversion of Assets. Upon grant expiration, or upon Organization becoming insolvent, Organization shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under Organization's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to Organization in the form of a loan) in excess of \$25,000 shall: (1) Be utilized in accordance with Section 3.1 General Use of Funds, of this agreement, until five years after expiration of the agreement; or (2) Not used in accordance with 3.1 of this agreement, in which event Organization shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG grant funds for the acquisition of, or improvement to, the property. No payment is required five years after the expiration of this agreement. All returned grant funds or payments shall be treated by County as program income.

### 4. PROGRAM PARTICIPANT ELIGIBILITY.

- 4.1 **General Eligibility.** Eligibility of program participants, including but not limited to income, citizenship and Consortium area residency, shall be evaluated and documented prior to CDBG program entry by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 4.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.
- 4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.4 Eligible Stanislaus Urban County Areas. Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 276, are considered to be Urban County residents. Grant funded under a Neighborhood Revitalization Strategy Area (NRSA) plan must serve only residents from the NRSA community specified in their project description, as described within Exhibit A "Project Summary".

### 5. <u>DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.</u>

- 5.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 5.2 Quarterly Reports. Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter.
- 5.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.
- 5.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).
- 5.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.
- Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Organization will 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. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

- 5.7 **Privacy Procedures.** Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.
- 5.8 **Audit Provision.** Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for Fiscal Year 2013-2014 to be delivered to County by December 30, 2014. Organization agrees to provide additional audits upon request.

### 6. <u>UNIFORM ADMINISTRATIVE REQUIREMENTS.</u>

- 6.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations".
- 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 organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.
- 6.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

### 7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

- General Indemnification. Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.
- 7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal

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

#### 8. NON-DISCRIMINATION & EQUAL OPPORTUNITY

- 8.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex:
- (1) Organization agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- (2) Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (3) Organization will, in all solicitations or advertisements for employees placed by or on behalf of Organization, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.
- (4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.
- Requal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

- 8.3 Section 3 Compliance. Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.
- 8.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.
- 8.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).
- 8.6 **Displacement, Relocation, Acquisition & Replacement of Housing**. Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.
- 8.7 **Eligibility Restrictions.** Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

### 9. <u>CONFLICTS OF INTEREST.</u>

- 9.1 **Hatch Act Incorporated.** Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).
- 9.2 **Conflict of Interest.** Organization shall comply with 24 CFR 84.42, which prohibits any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- 9.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 9.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has

### 10. <u>DRUG-FREE WORK PLACE.</u>

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

### 11. LEAD BASED PAINT POISONING PREVENTION.

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

### 12. TERMINATION OF SERVICES & REVERSION OF ASSETS.

- Denial, Discharge, or Termination of Client Services. The denial, discharge or 12.1 termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.
- Termination of Contract and Reversion of Assets. It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

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

### 13. GENERAL TERMS AND CONDITIONS.

- 13.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- 13.2 Other program requirements. Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 13.3 **Assignment.** Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.
- 13.4 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- 13.5 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
- 13.6 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 13.7 **Integration**. This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.

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

To County:

County of Stanislaus

Department of Planning and Community Development

Attention: Planning Director, 1010 Tenth Street, Suite 3400

Modesto, CA 95354

To Organization:

Second Harvest Food Bank of San Joaquin and Stanislaus Counties

Attention: Mike Mallory, Chief Executive Officer

704 E. Industrial Park Drive

Manteca, CA 95337

- 13.9 Governing Law and Venue. This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.
- 13.10 Authorization. Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

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

**COUNTY OF STANISLAUS** 

SECOND HARVEST FOOD BANK OF SAN JOAQUIN AND STANISLAUS COUNTIES

By:

Angela Freitas, Director

Planning and Community Development

"County"

Mike Mallory

Chief Executive Officer

By: Mike malloy

"Organization"

APPROVED AS TO FORM:

Thomas E. Boze

Deputy County Counsel

### **EXHIBIT A**



# Stanislaus County Community Development Block Grant (CDBG)

# **Public Service Grant**

For Fiscal Year 2014-2015

Α.	Project Summary Page
A-1	Project Title: Food 4 Thought Program
	Amount Awarded: \$18,000
	Total Project Cost \$182,233.00
A-2	Agency: Second Harvest Food Bank of San Joaquin & Stanislaus Counties
	Agency Address: 704 E. Industrial Park Drive Manteca, California 95337-6116
	Phone: 209-239-2091 Fax: 209-239-2086
A-3	Contact Name: Mike Mallory Title: Chief Executive Officer
	Contact Address (if different than above):
	Contact e-mail address: mmallory@secondharvest.org
	Contact Phone: 209-239-2091 Fax: 209-239-2086
A-4	Agency Type (check all that apply):
	☑ Non-Profit ☐ For-Profit ☐ Government ☐ Faith-Based ☐ Institution of Higher Education
	Incorporated year: 1995 501(c)(3): Yes or No Tax ID number:
	DUNS Number (9 digit No.): 169214483
A-5	Number of unduplicated persons to be served by this project:(I)_329
A-6	Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):
	-Improved school performance -Improved overall health
	Improved everall fledidi
A-7	Summarized Project Description:
	The Food 4 Thought Program is an innovative program to address the nutritional needs of hungry school children and offers them the incentive to improve their academic skills. By operating through existing tutorial programs at local schools, community centers, and Give Every Child A Chance tutoring centers, this program can more consistently reach this most vulnerable of populations. Children participate in after school tutorial programs each week and for their participation in the after school studies, Second Harvest Food Bank gives each child a 15-18 pound bag of nutritious supplemental groceries twice a month. Each bag contains staples like cereals, breads, fresh fruits and vegetables, canned fruits and vegetables, and dry supplemental groceries for the children along with recipes for parents.

### EXHIBIT B



# CDBG PUBLIC SERVICES BUDGET FY 2014-2015

Organization: Second Harvest	Project: Food 4 Thought Program				
Project No: CDBG-	Date: 8-May-14				
BUDGET AND PROGRAM OBJECTIVE MODIFIC	CATIONS:				
FY 2013-2014 Recommended Award based off of scoring criteria and funding availability.					
Target number of unduplicated individuals is 329 for FY 2014-2015.					

Budget Categories		Proposed Budget		County Approved Budget
REFSONNEL (COSICS		New Time The Table 1988	L Table 1	
Salaries (See Exhibit C)	\$	0.00	\$	0.00
Fringe Benefits	\$	0.00	\$	0.00
Subtotal	\$	0.00	\$ _	0.00
NONE REPUBLICATION OF THE PROPERTY OF THE PROP	ű i	CLARACTE CARSON	W. Alliant	
Rent/Lease of Space (project only):	\$	0.00	\$	0.00
Janitorial:	\$	0.00	\$ _	0.00
Utilities:	\$	0.00	\$	0.00
Telephone/Internet Services:	\$	0.00	\$	0.00
Insurance (vehicle)	\$	0.00	\$ _	0.00
Supplies (Office):	\$	0.00	\$ _	0.00
Printing:	\$	0.00	\$	0.00
Rental/Maintenance Equipment:	\$	0.00	\$ _	0.00
Food:		20,000.00	\$	18,000.00
Automobile/Transportation/Mileage:	\$	0.00	\$	0.00
Staff Training/Conferences:	\$	0.00	\$	0.00
Professional Fees (Parent Recruitment):		0.00	\$	0.00
Subtotal:	\$	20,000.00	\$	18,000.00
OTHER PROJECT COSTS			A. 750 H.	<b>推</b> 让此一点,一个一个一个
Other:		0.00	\$	0.00
Shelter (motel lodging) :		0.00	\$	0.00
Subtotal:		0.00 20.000 00	\$ 	0.00

Cubicias:	Ψ <u></u>	20,000.00	Ψ	10,000,00
OTHER PROVIEW (COS) S				
Other:	-	0.00	\$	0.00
Shelter (motel lodging):	\$	0.00	\$	0.00
Subtotal:	\$	0.00	\$	0.00
#: GRAND TOTAL:	\$	20,000.00	\$	18,000.00
Signature of Project Director or Authorized Per				AIUIU ate:
		CDBG MONITORING		
/ CDBG Staff Recomme	ndation	: (Approve or Deny	(Circle on	e) , ,
PhA CA				6/18/14
Signature of Stanislaus County CDBG Official			Date:	1 (

## Board of Supervisors #2014-165 CDBG PUBLIC SERVICE AGREEMENT April 8, 2014

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and the UNITED SAMARITANS FOUNDATION (hereinafter referred to as "Organization") on July 1, 2014.

#### WITNESSETH

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.; the "Act"); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

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

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

### 1. SCOPE OF WORK.

- 1.1 **General Scope.** Organization shall provide services under its Daily Bread Mobile Lunch Program Hughson as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.
- 1.2 **Term.** The services of Organization are to commence on July 1, 2014, and end on June 30, 2015, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

### 2. <u>COMPENSATION.</u>

- 2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$12,805, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.
- 2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) Organization must request a first draw by September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2015; and (4) A fourth and final draw by June 30, 2015. All complete draw requests must be received before June 30, 2015.
- 2.3 Certification of Expenses. In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be

FY 2014-2015 Stanislaus County CDBG Grant Agreement

completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15, 2015, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

- 2.4 **Authorized Personnel.** Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.
- 2.5 **Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner ( $2^{nd}$  quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.
- Salaries. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week. Fringe benefits, which includes taxes and insurance costs paid by the agency 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 agency. 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. <u>USE OF FUNDS.</u>

- 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, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs, and other regulations governing the Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.
- 3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.
- 3.3 **In-eligible Uses of Funds.** In the event that Organization is found to have expended grant funds for in-eligible activities, pursuant to 24 CFR 570.207 and OMB Circular No. A-122 "Cost Principals for Non-profit Organizations", such funds shall be returned to the County.
- 3.7 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manor described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Any FY 2014-2015 Stanislaus County CDBG Grant Agreement

program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

- 3.5 **Termination of Contract.** Pursuant to 24 CFR 85.43, suspension or termination of this agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience per 24 CFR 85.44.
- (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.
- Reversion of Assets. Upon grant expiration, or upon Organization becoming insolvent, Organization shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under Organization's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to Organization in the form of a loan) in excess of \$25,000 shall: (1) Be utilized in accordance with Section 3.1 General Use of Funds, of this agreement, until five years after expiration of the agreement; or (2) Not used in accordance with 3.1 of this agreement, in which event Organization shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG grant funds for the acquisition of, or improvement to, the property. No payment is required five years after the expiration of this agreement. All returned grant funds or payments shall be treated by County as program income.

### 4. PROGRAM PARTICIPANT ELIGIBILITY.

- 4.1 **General Eligibility.** Eligibility of program participants, including but not limited to income, citizenship and Consortium area residency, shall be evaluated and documented prior to CDBG program entry by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 4.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.
- 4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.4 Eligible Stanislaus Urban County Areas. Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 276, are considered to be Urban County residents. Grant funded under a Neighborhood Revitalization Strategy Area (NRSA) plan must serve only residents from the NRSA community specified in their project description, as described within Exhibit A "Project Summary".

### 5. DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.

- 5.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 5.2 Quarterly Reports. Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter.
- 5.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.
- 5.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).
- 5.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.
- General Records. Records must be kept in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Organization will 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. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

- 5.7 **Privacy Procedures.** Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.
- 5.8 **Audit Provision.** Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for Fiscal Year 2013-2014 to be delivered to County by December 30, 2014. Organization agrees to provide additional audits upon request.

### 6. UNIFORM ADMINISTRATIVE REQUIREMENTS.

- 6.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations".
- 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 organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.
- 6.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

### 7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

- 7.1 General Indemnification. Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.
- 7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal

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

### 8. NON-DISCRIMINATION & EQUAL OPPORTUNITY

- 8.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex:
- (1) Organization agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- (2) Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (3) Organization will, in all solicitations or advertisements for employees placed by or on behalf of Organization, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.
- (4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.
- Requal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

- 8.3 Section 3 Compliance. Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.
- 8.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.
- 8.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).
- 8.6 **Displacement, Relocation, Acquisition & Replacement of Housing**. Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.
- 8.7 **Eligibility Restrictions.** Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

### 9. <u>CONFLICTS OF INTEREST.</u>

- 9.1 **Hatch Act Incorporated.** Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).
- 9.2 **Conflict of Interest.** Organization shall comply with 24 CFR 84.42, which prohibits any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- 9.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 9.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has

### 10. DRUG-FREE WORK PLACE.

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

### 11. LEAD BASED PAINT POISONING PREVENTION.

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

### 12. TERMINATION OF SERVICES & REVERSION OF ASSETS.

- 12.1 Denial, Discharge, or Termination of Client Services. The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.
- Termination of Contract and Reversion of Assets. It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

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

### 13. GENERAL TERMS AND CONDITIONS.

- 13.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- 13.2 Other program requirements. Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 13.3 **Assignment.** Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.
- 13.4 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- 13.5 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
- 13.6 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 13.7 **Integration**. This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.

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

To County:

County of Stanislaus

Department of Planning and Community Development

Attention: Planning Director, 1010 Tenth Street, Suite 3400

Modesto, CA 95354

To Organization:

United Samaritans Foundation

Attention: Barbara Bawanan, Director

220 S. Broadway Turlock, CA 95380

- 13.9 Governing Law and Venue. This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.
- 13.10 Authorization. Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

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

Director

**COUNTY OF STANISLAUS** 

UNITED SAMARITANS FOUNDATION

D37-

Angela Freitas, Director

Planning and Community Development

"County"

"Organization"

APPROVED AS TO FORM:

Thomas E. Boze

Deputy County Counsel

## **EXHIBIT A**



# Stanislaus County Community Development Block Grant (CDBG)

# **Public Service Grant Public Services**

For Fiscal Year 2014-2015

A. I	Project Summary Page
A-1	Droject Title: Deily Preed Mehile Lunch Drogram Hugheen
A- 1	Project Title: <u>Daily Bread Mobile Lunch Program - Hughson</u>
	Amount Awarded: \$12,805
	Total Project Cost: \$_197,261.00
A-2	Agency: United Samaritans Foundation
	Agency Address: 220 S. Broadway, Turlock, CA 95380
	Phone: (209) 668-4853 Fax: (209) 668-4854
A-3	Contact Name: Barbara Bawanan Title Executive Director
	Contact Address (if different than above):
	Contact e-mail address: barbusf@sbcglobal.net
	Contact Phone: (209) 668-4853 Fax: (209) 668-4854
A-4	Agency Type (check all that apply):
	Non-Profit  ☐ For-Profit  ☐ Government ☐ Faith-Based ☐ Institution of Higher Education
	Incorporated year: 1994 501(c)(3):
	DUNS Number (9 digit No.): 011683385
A-5	Number of unduplicated persons to be served by this project:(I)134
A-6	Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):
	-Percentage of people served whose only meal of the day is the one served by the lunch programNumber of homeless persons served -Number of persons 62 and over served -Number of veterans served
A-7	Summarized Project Description:
	This program serves nutritious lunch five days a week, 52 weeks a year to very low income, low income and homeless people throughout Hughson, Waterford, Hickman and Denair.

### EXHIBIT B



## CDBG PUBLIC SERVICES BUDGET FY 2014-2015

Organization: United Samaritans Foundation	Project: Hughson Lunch Truck				
Project No: CDBG-	Date: 8-May-14				
BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS: FY 2013-2014 Recommended Award based off of scoring criteria and funding availability.					
Target number of unduplicated individuals is 134 for F	Y 2014-2015.				

Budget Categories	Proposed Budget		County Approved Budget
RERSONNEL COSTS:	"一个"的一个"一个"的"一个"的"一个"。 第一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个	· · · · · · · · · · · · · · · · · · ·	
Salaries (See Exhibit C) \$	10,000.00	\$	7,000.00
Fringe Benefits \$	0.00	\$	0.00
Subtotal \$	10,000.00	\$	7,000.00
NONHIE: SONNEL COSTS		· 图像 图 图 图	
Rent/Lease of Space (project only): \$	0.00	\$	0.00
Janitorial: \$	0.00	\$	0.00
Utilities: \$	0.00	\$	0.00
Telephone/Internet Services: \$	0.00	\$	0.00
Insurance (vehicle) \$	0.00	\$	0.00
Supplies (Kitchen): \$	5,000.00	\$	2,405.00
Printing: \$	0.00	\$	0:00
Rental/Maintenance Equipment: \$			0.00
Food: \$			1,700.00
Automobile/Transportation/Mileage: \$		\$	1,700.00
Staff Training/Conferences: \$			0.00
Professional Fees (Parent Recruitment):	0.00		0.00
Subtotal: \$	10,000.00	\$	5,805.00
OTHER PROJECT COSTS			
Other: \$			0.00
Shelter (motel lodging): \$			0.00
Subtotal: \$			0.00
GRAND TOTAL: S	20,000.00		12,805.00

### Board of Supervisors #2014-165 April 8, 2014

#### CDBG PUBLIC SERVICE AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and WE CARE OF TURLOCK (hereinafter referred to as "Organization") on July 1, 2014.

#### WITNESSETH

WHEREAS, County has received a Community Development Block Grant ("CDBG") from the Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.; the "Act"); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

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

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

### 1. SCOPE OF WORK.

- 1.1 **General Scope.** Organization shall provide services under its Winter Emergency Shelter Program as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.
- 1.2 **Term.** The services of Organization are to commence on July 1, 2014, and end on June 30, 2015, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

### 2. <u>COMPENSATION.</u>

- 2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$16,000, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.
- 2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) Organization must request a first draw by September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2015; and (4) A fourth and final draw by June 30, 2015. All complete draw requests must be received before June 30, 2015.
- 2.3 Certification of Expenses. In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for grant funds that varies from

FY 2014-2015 Stanislaus County CDBG Grant Agreement

the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15, 2015, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

- 2.4 **Authorized Personnel.** Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requests for funds pursuant to this Agreement.
- 2.5 **Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner ( $2^{nd}$  quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.
- Salaries. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week. Fringe benefits, which includes taxes and insurance costs paid by the agency 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 agency. 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. <u>USE OF FUNDS.</u>

- 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, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs, and other regulations governing the Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.
- 3.2 Compliance with Local Code. Organization agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.
- 3.3 **In-eligible Uses of Funds.** In the event that Organization is found to have expended grant funds for in-eligible activities, pursuant to 24 CFR 570.207 and OMB Circular No. A-122 "Cost Principals for Non-profit Organizations", such funds shall be returned to the County.
- 3.7 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c) and in the manor described within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant related costs that FY 2014-2015 Stanislaus County CDBG Grant Agreement

benefit program participants *or* to County for redistribution in CDBG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.

- 3.5 **Termination of Contract.** Pursuant to 24 CFR 85.43, suspension or termination of this agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience per 24 CFR 85.44.
- (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.
- Reversion of Assets. Upon grant expiration, or upon Organization becoming insolvent, Organization shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under Organization's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to Organization in the form of a loan) in excess of \$25,000 shall: (1) Be utilized in accordance with Section 3.1 General Use of Funds, of this agreement, until five years after expiration of the agreement; or (2) Not used in accordance with 3.1 of this agreement, in which event Organization shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG grant funds for the acquisition of, or improvement to, the property. No payment is required five years after the expiration of this agreement. All returned grant funds or payments shall be treated by County as program income.

### 4. PROGRAM PARTICIPANT ELIGIBILITY.

- 4.1 **General Eligibility.** Eligibility of program participants, including but not limited to income, citizenship and Consortium area residency, shall be evaluated and documented prior to CDBG program entry by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 4.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into the CDBG Public Services Program. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.
- 4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.

4.4 **Eligible Stanislaus Urban County Areas.** Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 276, are considered to be Urban County residents. Grant funded under a Neighborhood Revitalization Strategy Area (NRSA) plan must serve only residents from the NRSA community specified in their project description, as described within Exhibit A "Project Summary".

#### 5. <u>DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.</u>

- 5.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 5.2 Quarterly Reports. Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter.
- 5.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of CDBG during or after the completion of the program.
- 5.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).
- 5.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with CDBG funds in the quarterly report to be provided to County.
- 5.6 General Records. Records must be kept in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Organization will 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. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

- 5.7 **Privacy Procedures.** Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.
- 5.8 **Audit Provision.** Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for Fiscal Year 2013-2014 to be delivered to County by December 30, 2014. Organization agrees to provide additional audits upon request.

#### 6. UNIFORM ADMINISTRATIVE REQUIREMENTS.

- 6.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations".
- 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 organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.
- 6.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

#### 7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

- 7.1 General Indemnification. Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.
- 7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal

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

#### 8. NON-DISCRIMINATION & EQUAL OPPORTUNITY

- 8.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex:
- (1) Organization agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.
- (2) Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (3) Organization will, in all solicitations or advertisements for employees placed by or on behalf of Organization, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.
- (4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.
- Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

- 8.3 Section 3 Compliance. Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.
- 8.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.
- 8.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).
- 8.6 **Displacement, Relocation, Acquisition & Replacement of Housing.** Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.
- 8.7 **Eligibility Restrictions.** Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

#### 9. <u>CONFLICTS OF INTEREST.</u>

- 9.1 **Hatch Act Incorporated.** Neither Organization program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).
- 9.2 Conflict of Interest. Organization shall comply with 24 CFR 84.42, which prohibits any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- 9.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 9.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has

#### 10. DRUG-FREE WORK PLACE.

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

#### 11. LEAD BASED PAINT POISONING PREVENTION.

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

#### 12. TERMINATION OF SERVICES & REVERSION OF ASSETS.

- 12.1 Denial, Discharge, or Termination of Client Services. The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.
- 12.2 Termination of Contract and Reversion of Assets. It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) Organization may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount under the following conditions: (a) Failure of Organization to file required reports; (b) Failure of Organization to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to Organization by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, Organization shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

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

#### 13. GENERAL TERMS AND CONDITIONS.

- 13.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- 13.2 Other program requirements. Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 13.3 **Assignment.** Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.
- 13.4 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- 13.5 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
- 13.6 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 13.7 **Integration**. This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.

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

To County:

County of Stanislaus

Department of Planning and Community Development

Attention: Planning Director, 1010 Tenth Street, Suite 3400

Modesto, CA 95354

To Organization:

We Care of Turlock

Attention: Maris Sturdevant, Treasurer of the Board

P.O. Box 1291 Turlock, CA 95381

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

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

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

**COUNTY OF STANISLAUS** 

WE CARE OF TURLOCK

By:

Angela Freitas, Director

Planning and Community Development

Maris Sturdevant
Treasurer of the Board

"County"

"Organization"

By: Maris Sturterand

APPROVED AS TO FORM:

Thomas E. Boze

**Deputy County Counsel** 



#### **EXHIBIT A**

## Stanislaus County Community Development Block Grant (CDBG)

## **Public Service Grant Public Services**

For Fiscal Year 2014-2015

Α.	Project Summary Page
A-1	Project Title: Emergency Cold Weather Shelter
	Amount Awarded: \$16,000.00
	Total Project Cost: \$ 122,730.00
A-2	Agency: We Care Program - Turlock
	Agency Address: P.O. Box 1291, Turlock, CA 95381
	Phone: (209) 664-2003 Fax: (209) 664-2003
A-3	Contact Name: Maris Sturtevant Title: Board Member
	Contact Address (if different than above):
	Contact e-mail address: <u>mjsturdy@aol.com</u>
	Contact Phone: (209) 664-2003 Fax: (209) 664-2003
A-4	Agency Type (check all that apply):
	☑ Non-Profit ☐ For-Profit ☐ Government ☐ Faith-Based ☐ Institution of Higher Education
	Incorporated year: 2003 501(c)(_3): ⊠Yes or ⊡No Tax ID number:
	DUNS Number (9 digit No.): 179569772
A-5	Number of unduplicated persons to be served by this project: 115 individuals
A-6	Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):
	-Total number of shelter nights provided -Number of participants who receive case management -Number of men that transition into our Rapid Re-housing and Supportive Housing Programs
A-7	Summarized Project Description:
	The We Care Program (WCP) Emergency Cold Weather Shelter serves chronically homeless men over the age of 18 throughout Stanislaus County. The WCP's Cold Weather Shelter has the capacity to shelter 34 homeless individuals a night during the worst part of the winter. The Shelter will operate from December 1, 2014 to March 31, 2015, seven days a week from 6:30 p.m. to 8:00 a.m. Nutritious meals are provided nightly by various churches, organizations, clubs, individual families, and CSU Stanislaus faculty and students.

#### **EXHIBIT B**



### CDBG PUBLIC SERVICES BUDGET FY 2014-2015

Organization: We Care of Turlock	Project: Emergency Shelter Program
Project No: CDBG-	Date: 21-Apr-14
BUDGET AND PROGRAM OBJECTIVE MODIFIC	CATIONS:
FY 2014-2015 Recommended Award based off of	scoring criteria and funding availability.
Target number of unduplicated individuals is 115 for	or FY 2014-2015.

Budget Categories	Proposed Budget		County Approved Budget
PERSONNELGOSIS	AND STATE OF THE		
Salaries (See Exhibit C) \$	10,000.00	\$	9,000.00
Fringe Benefits \$	1,500.00	\$	1,800.00
Subtotal \$	11,500.00	\$	10,800.00
NONEPERSONNEL GOSTAS			
Rent/Lease of Space (project only): \$	0.00	. \$	0.00
Janitorial: \$	0.00	. \$	0.00
Utilities: \$	4,000.00	\$	2,200.00
Telephone/Internet Services: \$	0.00	\$	0.00
Insurance (vehicle) \$	0.00	\$	0.00
Supplies (Office): \$	250.00	\$	250.00
Printing: \$	250.00	\$	250.00
Rental/Maintenance Equipment: \$		\$	0.00
Food: \$		. \$	0.00
Automobile/Transportation/Mileage: \$	0.00	. \$	0.00
Staff Training/Conferences: \$		•	0.00
Professional Fees (Parent Recruitment):	0.00	. \$	0.00
Subtotal: \$	4,500.00	\$	2,700.00
OTHER PROJECT/COSTIS	中华的政策协议的改造的经济关系	的。 第二章	A. C. C. A. A. C. E. W. C. B. C.
Security: \$			2,500.00
Shelter (motel lodging): \$			0.00
Subtotal: \$			2,500.00
GRAND TOTAL: S	20,000.00	2 2 2 3 QU S	16,000.00

GRAND TOTAL \$	20,000.00	16,000.00
Maris Steesterard	6/28/14	(
Signature of Project Director or Authorized Person is re-	quired / Date/:	
TO BE COMPLETED BY C	DDC MONITORING STAFF	
CDBG Staff Recommendation:	Approve or Deny (Circle one)	
Fina Pol	6/2	6/14
Signature of Stanislaus County CDBG Official	Date: /	7

Board of Supervisors #2014-165 April 8, 2014

#### **ESG AGREEMENT**

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Emergency Solutions Grant ("ESG") Program (hereinafter referred to as "County") and the CHILDREN'S CRISIS CENTER (hereinafter referred to as "Organization") on July 1, 2014.

#### WITNESSETH

WHEREAS, County has received an Emergency Solutions Grant ("ESG") from the Department of Housing and Urban Development ("HUD") under subtitle B of title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11371–11378), as amended (24 CFR 576); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such an Emergency Solutions Program; and

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

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

#### 1. SCOPE OF SERVICE.

- 1.1 **General Scope.** Organization shall provide services under its Oakdale Respite Shelter Program, as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.
- 1.2 **Term.** The services of Organization are to commence on July 1, 2014, and end on June 30, 2016, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

#### 2. <u>COMPENSATION</u>.

- 2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$20,000 in ESG grant funds (\$20,000 allocated for shelter activities) for Fiscal Year 2014-2015, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.
- 2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) Organization must request a first draw by September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2014; and (4) A fourth and final draw by June 30, 2014. All complete draw requests must be received before June 30, 2014.
- 2.3 **Certification of Expenses.** In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an FY 2014-2015 Stanislaus County ESG Grant Agreement

original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15 of each Fiscal Year, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

- 2.4 **Authorized Personnel.** Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requisitions for draws pursuant to this Agreement.
- 2.5 **Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner ( $2^{nd}$  quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.
- Salaries. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week. Fringe benefits, which includes taxes and insurance costs paid by the agency 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 agency. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.
- 2.7 **Financial Assistance Draws.** Grant fund draws associated with financial assistance, as defined within ESG, may be dispersed upon request provided: (1) The request exceeds the amount of \$250.00; (2) The following verification has been obtained by Organization: (a) Verification that the program participant has been income qualified; (b) Verification that the program participant has a lease or rental agreement in their name; (c) Verification that the unit meets the standards set forth within Section 5 of this contract; (d) Verification that the financial assistance amount to be paid is actually owed; (e) Any other verification determined to be necessary by County. (3) All financial assistance draws dispersed to Organization shall be dispersed directly to the third party representing the entity to which the payment is owed. Where third party is defined as the entity to which money is due, such as the utility company or landlord. (4) All requests for financial assistance draws will be reviewed and paid out, provided all the required verification has been obtained, within a maximum of 7 working days. (a) Complete financial assistance requests for payment received prior to 12 noon on Tuesday will be paid out the following Friday. (b) Complete financial assistance requests for payment received after 12 noon on Tuesday will be paid out the following Tuesday.
- 2.8 **Match Funding.** The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in 24 CFR § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third-party, Non-cash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.

#### 3. USE OF FUNDS.

- General Use of Funds. Use of funds received pursuant to this Agreement shall be utilized for eligible activities as described within subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371–11378), the 2009 HEARTH Act, 24 CFR Part 576, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs, and other regulations governing the Emergency Solutions Grant Program, including any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit homeless persons or persons at-risk of homelessness (as defined within the desk guide).
- 3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.
- 3.3 In-eligible Uses of Funds. The following uses are not eligible for ESG funds: (1) Funds issued directly to program participants. All ESG financial assistance funds shall be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants; (2) Motel and hotel vouchers may not be provided for program participants for more than 30 days and may only be provided if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by the program participants; (3) ESG funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing.
- 3.4 **Program Income.** Program income shall be handled in the manor described within the Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in ESG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.
- 2.5 **Limit on Length of Assistance.** (1) Homeless Prevention and Rapid Re-housing program participants may receive up to 12 months of rental assistance and housing relocation and stabilization services. This assistance may be extended if the program participant's housing plan has been followed and the case manager determines that additional months of assistance are required for the participant to overcome additional barriers to housing. In no case can HPRP assistance exceed 24 months during any 3-year period. (2) Shelter services must establish limits on the length of assistance within their program policies.

#### 4. PROGRAM PARTICIPANT ELIGIBILITY.

- 4.1 **General Eligibility.** Eligibility of program participants shall be evaluated prior to ESG program entry with an initial consultation conducted by Organization to determine if they meet the following criteria: (1) Household, which is defined as all persons that will be living in the home to be subsidized with ESG funds, must be at or below 30 percent of Area Median Income (AMI); (2) The household must be homeless or at-risk of homelessness, as defined by 24 CFR 276. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 4.2 Income Standards. Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into ESG. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.
- 4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.
- 4.4 **Eligible Stanislaus Urban County Areas.** Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 276, are considered to be Urban County residents.
- 4.5 **Centralized or Coordinated Assessment System.** Grantees are required to use a centralized or coordinated system to initially assess the eligibility and needs of each individual or family who seeks homeless assistance or homelessness prevention assistance. This would be developed and implemented by the Continuum of Care in accordance with minimum requirements to be established by HUD.
- 4.6 **Re-certifying Eligibility.** Organization agrees to evaluate and certify the eligibility of homeless prevention program participants at least once every 3 months during program enrollment and of homeless program participants once every 12 months during program enrollment.
- 4.7 **Program Participant Responsibilities.** Standards for determining the share of rent and utilities costs that each program participant is responsible to pay, if any, while receiving homelessness prevention or rapid rehousing assistance is as follows: (1) If at intake a client is determined to have cashincome or benefits, their rental assistance shall decrease by 10% every month. If a case manager determines that barriers exist that would make this requirement an obstacle to stable permanent housing at program exit, then this requirement may be waived. Barriers shall be documented in client file and must be consistent with CoC established barriers; (2) Debt to income ratio limits include: 35% income to housing ratio; and a 45% total monthly debt to income ratio. If a case manager creates a housing plan that

includes a plan for getting a program participant's debt to income ratio to these levels, then this requirement may be waived. This shall be documented in the client's Housing Plan and signed by the client.

- 4.8 **Collaboration, Coordination and Resource and Referral Services.** All CDBG Public Services and ESG grantees must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider.
- 4.9 Coordination with Continuum(s) of Care and other programs. The recipient and its sub-recipients must document their compliance with the requirements of 24 CFR § 576.400 for consulting with the Continuum of Care (CoC) and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs (see Section III (8)(e) of this document for details on the CoC meetings). The recipient must keep records of the participation in HMIS or a comparable database by all projects of the recipient and its sub-recipients.
- 4.10 **ESG Sub-committee.** All ESG grantees must attend the ESG Sub-committee, which meets once every other month, after the general CoC meeting. ESG recipients must attend this sub-committee meeting to ensure standardized coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers.

#### 5. RESTRICTIONS RELATED TO RENTAL UNITS.

- 5.1 **Lead Poisoning Prevention Act.** Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R shall apply to housing occupied by families receiving homeless prevention and rapid re-housing assistance through the ESG program.
- 5.2 Habitability Standards. Units receiving ESG assistance must pass a minimum threshold of habitability, including lead-based paint. Renovations completed with ESG funds must also meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant already resides may be inspected, by the Agency, according to the habitability standards required for the Housing Choice Voucher program. ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant will be moving shall be inspected, by the County, according to the habitability standards required for the Housing Choice Voucher program: (1) Organization shall notify the County when such an inspection is required. (2) Organization shall give County 48 hours notice of said inspection need. (3) Organization shall be charged a fee for said inspection at an hourly rate of \$58.23, subject to change upon written notification from the County. (a) Inspection fee will be automatically drawn from Organization's dedicated Rental Assistance grant fund. (b) An inspection sheet, indicating whether the unit passed or failed, will be provided to Organization within 24 hours of the inspection completion. (4) Agency is responsible for ensuring landlords are aware of and prepared for the habitability inspections. (5) Units requiring an inspection shall be inspected on an annual basis for the duration of time the unit is receiving ESG assistance, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (5) If a unit has a change of tenancy and the new tenant is to receive ESG Financial Assistance for the unit, Organization shall have the unit re-inspected, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (6) Organization shall keep a record of inspections for units receiving ESG funding.

- 5.3 **Lease Agreement.** Organization agrees to verify a lease agreement exists in the program participant's name prior to any disbursement of ESG funds to the appropriate third party.
- Rent Reasonableness and Fair Market Rent Assessments. Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888.111-888.115, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507. (1) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.
- 5.5 **Rental Unit General Requirements.** Best efforts must be made to ensure that units receiving ESG assistance are legal dwellings and are not in the process of foreclosure.
- 5.6 **Use with Other Subsidies.** Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance, or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URA payments.

#### 6. RESTRICTIONS RELATED TO SHELTER FACILITIES.

- Shelter and Housing Standards. The revised standards for emergency shelters require all shelters to meet minimum habitability standards adopted from the SHP regulations and current Emergency Solutions Grant guidance. Shelters renovated with ESG funds are also required to meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. The records must include documentation of compliance with the shelter and housing standards in 24 CFR § 576.403, including inspection reports.
- 6.2 Accessibility. A recipient shall operate each existing program or activity receiving federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. Grantees are also required to provide reasonable accommodations for persons with disabilities in order to enable program participants with a disability to have an equal opportunity to participate in the program or activity. Grantees that undertake alterations to shelters may be subject to additional accessibility requirements in accordance with 24 CFR part 8.
- 6.3 Shelter Rehab Activities.(1) If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation; (2) If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion; (3) In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of three (3) years after the date the building is first occupied by a homeless individual or family after the completed renovation; any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

- 6.4 Minimum standards for emergency shelter renovation, conversion or rehab. Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards as described in 24 CFR § 576.403.
- 6.5 **Prohibition against involuntary family separation**. The age, of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses Emergency Solutions Grant (ESG) funding or services and provides shelter to families with children under age 18.
- 6.6 **Essential Shelter Services.** In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long as the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area. To the extent possible, sub-grantees shall assess, prioritize, and reassess individuals' and families' needs for case management and resource and referral services.
- 6.7 **Lead Poisoning Prevention Act**. Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R.

## 7. <u>DOCUMENTATION, DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.</u>

- 7.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 7.2 **Quarterly Reports.** Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of ESG, including an estimate of the number of jobs created and/or retained by ESG funds as well as any other information that is requested.
- 7.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of ESG during or after the completion of the program.
- 7.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).
- 7.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide

such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with ESG funds in the quarterly report to be provided to County.

- General Records. Records must be kept in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Organization will 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. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.
- 7.7 **Privacy Procedures.** The Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.
- 7.8 **Audit Provision.** Organization agrees to provide to County at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of ESG Grant Funds for Fiscal Year 2012-2013 to be delivered to County by September 30, 2014 and for Fiscal Year 2013-2014 to be delivered to County by December 30, 2012.
- 7.9 **HMIS.** Organization shall participate in a local Homeless Management Information System ("HMIS") and to collect and report program participant-level information. (1) Domestic Violence providers may report on a HMIS comparable database to meet the standards set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule.

#### 8. <u>UNIFORM ADMINISTRATIVE REQUIREMENTS.</u>

- 8.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations".
- Reasonable Grant Costs. The County reserves the right to determine whether or not a request for ESG 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 organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.

8.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for ESG grant fund reimbursement is allocable. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

#### 9. HOLD HARMLESS AND INDEMNITY AGREEMENT.

- 9.1 General Indemnification. Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.
- 9.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

#### 10. NON-DISCRIMINATION & EQUAL OPPORTUNITY

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

- (4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.
- 10.2 Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religious belief.
- 10.3 **Section 3 Compliance.** Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.
- 10.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.
- 10.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).
- 10.6 **Displacement, Relocation, Acquisition & Replacement of Housing.** Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.
- 10.7 **Eligibility Restrictions.** Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

#### 11. CONFLICTS OF INTEREST.

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

- 11.2 Conflict of Interest. Organization shall comply with 24 CFR 84.42, which prohibits any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- 11.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 11.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

#### 12. DRUG-FREE WORK PLACE.

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

#### 13. TERMINATION OF SERVICES & REVERSION OF ASSETS.

Denial, Discharge, or Termination of Client Services. The denial, discharge or 13.1 termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

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

#### 14. GENERAL TERMS AND CONDITIONS.

- 14.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- 14.2 **Other program requirements.** Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 14.3 **Assignment.** Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.
- 14.4 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

- 14.5 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
- 14.6 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 14.7 **Integration**. This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.
- 14.8 **Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Organization or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County:

County of Stanislaus

Department of Planning and Community Development Attention: Angela Freitas, Interim Director, ESG Program

1010 Tenth Street, Suite 3400

Modesto, CA 95354

To Organization:

Children's Crisis Center

Attention: Colleen Garcia, Executive Director

P.O. Box 1062 Modesto, CA 95353

- 14.9 **Governing Law and Venue.** This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.
- Authorization. The Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

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

#### **COUNTY OF STANISLAUS**

By:

Angela Freitas, Director Planning and Community Development

"County"

**CHILDREN'S CRISIS CENTER** 

Colleen Garcia

**Executive Director** 

"Organization"

APPROVED AS TO FORM:

Thomas E. Boze

Deputy County Counsel



# APPENDIX A Stanislaus County ESG

## **Emergency Solutions Grant**

For Fiscal Year 2014-2015

A.	Project Summary Page
A-1	Project Title: Children's Respite Shelter in Oakdale
	Amount Awarded \$ 20,000 Shelter Funds
	Total Project Cost \$297,053
A-2	Agency: Children's Crisis Center of Stanislaus County, Inc.
	Agency Address: P.O. Box 1062, Modesto, CA 95353
	Phone: (209) 577-0138 Fax: (209) 577-4337
<b>A-3</b>	Contact Name: Colleen Garcia Title: Executive Director
	Contact Address (if different than above):
	Contact e-mail address: garciac@childrenscrisiscenter.com
	Contact Phone: (209) 577-0138 Fax: (209) 577-4337
<b>A-4</b>	Agency Type (check all that apply):
	☑ Non-Profit ☐ For-Profit ☐ Government ☐ Faith-Based ☐ Institution of Higher Education
	Incorporated year: 1980 501(c)(3): Yes or No Tax ID number:
	DUNS Number (9 digit No.): 052995354
<b>A-5</b>	Number of unduplicated persons to be served by this project:(I) 105
A-6	Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):
	-Number of children assessed for developmental growth
	-Number of children who received on-site health screenings -Number of children connected to state preschool program
	-Number of school age children who receive help with school work
	-Number of parents connected to employment and educational opportunities

A-7 Summarized Project Description:

This program provides shelter opportunities and specialized care for an impoverished population of high risk infant and toddlers from the communities of Oakdale, Waterford, Valley Home Hickman, Empire, and Hughson. This project will offer emergency shelter and protective care to children, age newborn to 17 years, who are victims of domestic violence, familial abuse, and/or homelessness. This target population will consist of infants and children from families living in low income households, experiencing numerous social and economic challenges, who have undergone traumas stemming from exposure to domestic violence, substance abuse, poverty, mental illness or homelessness. They are likely to be frightened, suffering poor hygiene and displaying indications of disrupted development. Without intervention, these vulnerable children face an increased risk for serious abuse, neglect, chronic illness, developmental delays, emotional disturbance, mental health afflictions and future academic failures. This project will employ specialized caregivers to tend to each young child's physical, emotional and therapeutic needs. Caregivers will have advanced education and training in early child development, disaster preparedness, and crisis intervention. Caregivers will focus on early intervention, and developmental advancement. Behavioral screenings, health exams, and developmental assessments will be facilitated and administered on-site through this project.

#### **EXHIBIT B**

#### ESG FY 14-15 Allocation & Project Budget

Agency: Children's Crisis Center

Project: Oakdale Respite Shelter Program Date: 8-May-14

#### **BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:**

FY 2014-2015 Recommended Award based off of scoring criteria and funding availability. Target number of unduplicated individuals is 105 individuals.

	Fleciueated	-Awarded
STREET OUTREA		
Essential Service		
Salaries : (total from Exhibit C)	\$0.00	\$0.0
Benefits/Taxes (capped at 20% of salary):	\$0.00	\$0.0
Transportation Subtotal:	\$0.00	\$0.0
	\$0.00	\$0.0
EMERGENCY SHE		
Essential Service Salaries : (total from Exhibit C)	\$20,000.00	\$00,000.0
Benefits/Taxes (capped at 20% of salary);	\$0.00	\$20,000,0 \$0.0
Transportation	\$0.00	\$0.0
Subtotal:	\$20,000.00	\$20,000.0
Operational Cost		\$20,000.0
Rent:	\$0,00	\$0.0
Utilities:	\$0.00	\$0.0
Maintenance (General)	\$0.00	\$0.0
Other (specify Liability Insurance):	\$0.00	\$0.0
Other: (Cleaning Supplies, Office, Telephone)	\$0.00	\$0.0
Subtotal:	\$0.00	\$0.0
Rennovation		
Conversion	\$0.00	\$0.0
Major Rehabilitation	\$0.00	\$0.0
Renovation	\$0.00	\$0.0
Subtotal:	\$0.00	\$0.0
HOMELESS PREVENTION/RAP		3
Essential Service		
Salaries : (total from Exhibit C)	\$0.00	\$0.0
Benefits/Taxes (capped at 20% of salary):	\$0.00	\$0.0
Transportation	\$0.00	\$0.0
Subtotal:	\$0.00	\$0.0
Financial Assistance	Costs	
Rental Application Fees:	\$0.00	\$0.0
Security Deposits:	:\$0.00	\$0.0
Last Month's Rent:	\$0.00	\$0.0
Utility Deposits:	\$0.00	\$0.0
Utility Payments:	\$0.00	\$0.0
Moving Costs:	\$0.00	\$0.0
Services Costs:	\$0.00	\$0.0
Short-term Rental Assistance (0-3 mos.):	\$0.00	\$0.0
Medium-term Rental Assistance (4-24 mos.):	\$0.00	\$0.0
Subtotal:	\$0.00	\$0.0
HMIS	·	
Essential Service		
Salaries : (total from Exhibit C)	\$0.00	\$0.0
Benefits/Taxes (capped at 20% of salary):	\$0.00	\$0.0
Subtotal:	\$0.00	\$0.0
Other Costs	ea 00!	en 1
Security: Fees:	\$0.00 \$0.00	<b>\$0.</b> 0
In-Kind Food Donations:	\$0.00	\$0.0 \$0.0
In-Kind Food Bollations.	\$0.00	\$0.0 \$0.0
Subtotal:	\$0.00	\$0.0
7 TOTAL:	\$20,000.00	\$20,000.0

unforked Person is required TO BE COMPLETED BY COBO MONITORING STAFF:
CDBG Star Recommendation: Approve or Deny (Circle one) Signature of Stanislaus County CDBG Official

Board of Supervisors #2014-165 April 8, 2014

#### ESG AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Emergency Solutions Grant ("ESG") Program (hereinafter referred to as "County") and the COMMUNITY HOUSING AND SHELTER SERVICES (hereinafter referred to as "Organization") on July 1, 2014.

#### WITNESSETH

WHEREAS, County has received an Emergency Solutions Grant ("ESG") from the Department of Housing and Urban Development ("HUD") under subtitle B of title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11371–11378), as amended (24 CFR 576); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such an Emergency Solutions Program; and

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

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

#### 1. SCOPE OF SERVICE.

- 1.1 **General Scope.** Organization shall provide services under its Homeless Prevention and Rapid Re-Housing Program, as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.
- 1.2 **Term.** The services of Organization are to commence on July 1, 2014, and end on June 30, 2016, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

#### 2. <u>COMPENSATION.</u>

- 2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$17,044 in ESG grant funds (\$17,044 allocated for Rapid Re-Housing Activities) for Fiscal Year 2014-2015, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.
- 2.2 Quarterly Draws. All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) Organization must request a first draw by September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2014; and (4) A fourth and final draw by June 30, 2014. All complete draw requests must be received before June 30, 2014.
- 2.3 **Certification of Expenses.** In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this FY 2014-2015 Stanislaus County ESG Grant Agreement

Agreement. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15 of each Fiscal Year, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

- 2.4 **Authorized Personnel.** Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requisitions for draws pursuant to this Agreement.
- 2.5 **Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner (2<sup>nd</sup> quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.
- Salaries. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week. Fringe benefits, which includes taxes and insurance costs paid by the agency 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 agency. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.
- 2.7 **Financial Assistance Draws.** Grant fund draws associated with financial assistance, as defined within ESG, may be dispersed upon request provided: (1) The request exceeds the amount of \$250.00; (2) The following verification has been obtained by Organization: (a) Verification that the program participant has been income qualified; (b) Verification that the program participant has a lease or rental agreement in their name; (c) Verification that the unit meets the standards set forth within Section 5 of this contract; (d) Verification that the financial assistance amount to be paid is actually owed; (e) Any other verification determined to be necessary by County. (3) All financial assistance draws dispersed to Organization shall be dispersed directly to the third party representing the entity to which the payment is owed. Where third party is defined as the entity to which money is due, such as the utility company or landlord. (4) All requests for financial assistance draws will be reviewed and paid out, provided all the required verification has been obtained, within a maximum of 7 working days. (a) Complete financial assistance requests for payment received prior to 12 noon on Tuesday will be paid out the following Friday. (b) Complete financial assistance requests for payment received after 12 noon on Tuesday will be paid out the following Tuesday.
- 2.8 **Match Funding.** The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in 24 CFR § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third-party, Non-cash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.

#### 3. USE OF FUNDS.

- 3.1 General Use of Funds. Use of funds received pursuant to this Agreement shall be utilized for eligible activities as described within subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371–11378), the 2009 HEARTH Act, 24 CFR Part 576, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs, and other regulations governing the Emergency Solutions Grant Program, including any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit homeless persons or persons at-risk of homelessness (as defined within the desk guide).
- 3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.
- 3.3 In-eligible Uses of Funds. The following uses are not eligible for ESG funds: (1) Funds issued directly to program participants. All ESG financial assistance funds shall be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants; (2) Motel and hotel vouchers may not be provided for program participants for more than 30 days and may only be provided if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by the program participants; (3) ESG funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing.
- 3.4 **Program Income.** Program income shall be handled in the manor described within the Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in ESG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.
- 2.5 **Limit on Length of Assistance.** (1) Homeless Prevention and Rapid Re-housing program participants may receive up to 12 months of rental assistance and housing relocation and stabilization services. This assistance may be extended if the program participant's housing plan has been followed and the case manager determines that additional months of assistance are required for the participant to overcome additional barriers to housing. In no case can HPRP assistance exceed 24 months during any 3-year period. (2) Shelter services must establish limits on the length of assistance within their program policies.

#### 4. PROGRAM PARTICIPANT ELIGIBILITY.

- 4.1 General Eligibility. Eligibility of program participants shall be evaluated prior to ESG program entry with an initial consultation conducted by Organization to determine if they meet the following criteria: (1) Household, which is defined as all persons that will be living in the home to be subsidized with ESG funds, must be at or below 30 percent of Area Median Income (AMI); (2) The household must be homeless or at-risk of homelessness, as defined by 24 CFR 276. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 4.2 Income Standards. Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into ESG. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.
- 4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.
- 4.4 **Eligible Stanislaus Urban County Areas.** Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 276, are considered to be Urban County residents.
- 4.5 Centralized or Coordinated Assessment System. Grantees are required to use a centralized or coordinated system to initially assess the eligibility and needs of each individual or family who seeks homeless assistance or homelessness prevention assistance. This would be developed and implemented by the Continuum of Care in accordance with minimum requirements to be established by HUD.
- 4.6 **Re-certifying Eligibility.** Organization agrees to evaluate and certify the eligibility of homeless prevention program participants at least once every 3 months during program enrollment and of homeless program participants once every 12 months during program enrollment.
- 4.7 **Program Participant Responsibilities.** Standards for determining the share of rent and utilities costs that each program participant is responsible to pay, if any, while receiving homelessness prevention or rapid rehousing assistance is as follows: (1) If at intake a client is determined to have cashincome or benefits, their rental assistance shall decrease by 10% every month. If a case manager determines that barriers exist that would make this requirement an obstacle to stable permanent housing at program exit, then this requirement may be waived. Barriers shall be documented in client file and must be consistent with CoC established barriers; (2) Debt to income ratio limits include: 35% income to

housing ratio; and a 45% total monthly debt to income ratio. If a case manager creates a housing plan that includes a plan for getting a program participant's debt to income ratio to these levels, then this requirement may be waived. This shall be documented in the client's Housing Plan and signed by the client.

- 4.8 Collaboration, Coordination and Resource and Referral Services. All CDBG Public Services and ESG grantees must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider.
- 4.9 Coordination with Continuum(s) of Care and other programs. The recipient and its sub-recipients must document their compliance with the requirements of 24 CFR § 576.400 for consulting with the Continuum of Care (CoC) and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs (see Section III (8)(e) of this document for details on the CoC meetings). The recipient must keep records of the participation in HMIS or a comparable database by all projects of the recipient and its sub-recipients.
- 4.10 **ESG Sub-committee.** All ESG grantees must attend the ESG Sub-committee, which meets once every other month, after the general CoC meeting. ESG recipients must attend this sub-committee meeting to ensure standardized coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers.

#### 5. RESTRICTIONS RELATED TO RENTAL UNITS.

- 5.1 **Lead Poisoning Prevention Act**. Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R shall apply to housing occupied by families receiving homeless prevention and rapid re-housing assistance through the ESG program.
- Habitability Standards. Units receiving ESG assistance must pass a minimum threshold of habitability, including lead-based paint. Renovations completed with ESG funds must also meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant already resides may be inspected, by the Agency, according to the habitability standards required for the Housing Choice Voucher program. ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant will be moving shall be inspected, by the County, according to the habitability standards required for the Housing Choice Voucher program: (1) Organization shall notify the County when such an inspection is required. (2) Organization shall give County 48 hours notice of said inspection need. (3) Organization shall be charged a fee for said inspection at an hourly rate of \$58.23, subject to change upon written notification from the County. (a) Inspection fee will be automatically drawn from Organization's dedicated Rental Assistance grant fund. (b) An inspection sheet, indicating whether the unit passed or failed, will be provided to Organization within 24 hours of the inspection completion. (4) Agency is responsible for ensuring landlords are aware of and prepared for the habitability inspections. (5) Units requiring an inspection shall be inspected on an annual basis for the duration of time the unit is receiving ESG assistance, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (5) If a unit has a change of tenancy and the new tenant is to receive ESG Financial Assistance for the unit, Organization shall have the unit re-inspected, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (6) Organization shall keep a record of inspections for units receiving ESG funding.

- 5.3 **Lease Agreement.** Organization agrees to verify a lease agreement exists in the program participant's name prior to any disbursement of ESG funds to the appropriate third party.
- Rent Reasonableness and Fair Market Rent Assessments. Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888.111-888.115, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507. (1) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.
- 5.5 **Rental Unit General Requirements.** Best efforts must be made to ensure that units receiving ESG assistance are legal dwellings and are not in the process of foreclosure.
- 5.6 Use with Other Subsidies. Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance, or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URA payments.

#### 6. <u>RESTRICTIONS RELATED TO SHELTER FACILITIES.</u>

- Shelter and Housing Standards. The revised standards for emergency shelters require all shelters to meet minimum habitability standards adopted from the SHP regulations and current Emergency Solutions Grant guidance. Shelters renovated with ESG funds are also required to meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. The records must include documentation of compliance with the shelter and housing standards in 24 CFR § 576.403, including inspection reports.
- 6.2 Accessibility. A recipient shall operate each existing program or activity receiving federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. Grantees are also required to provide reasonable accommodations for persons with disabilities in order to enable program participants with a disability to have an equal opportunity to participate in the program or activity. Grantees that undertake alterations to shelters may be subject to additional accessibility requirements in accordance with 24 CFR part 8.
- 6.3 Shelter Rehab Activities.(1) If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation; (2) If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion; (3) In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of three (3) years after the date the building is first occupied by a homeless individual or family after the completed renovation; any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

- 6.4 Minimum standards for emergency shelter renovation, conversion or rehab. Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards as described in 24 CFR § 576.403.
- 6.5 **Prohibition against involuntary family separation**. The age, of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses Emergency Solutions Grant (ESG) funding or services and provides shelter to families with children under age 18.
- 6.6 Essential Shelter Services. In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long as the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area. To the extent possible, sub-grantees shall assess, prioritize, and reassess individuals' and families' needs for case management and resource and referral services.
- 6.7 Lead Poisoning Prevention Act. Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R.

## 7. <u>DOCUMENTATION, DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.</u>

- 7.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 7.2 Quarterly Reports. Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of ESG, including an estimate of the number of jobs created and/or retained by ESG funds as well as any other information that is requested.
- 7.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of ESG during or after the completion of the program.
- 7.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).
- 7.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide

such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with ESG funds in the quarterly report to be provided to County.

- Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Organization will 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. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.
- 7.7 **Privacy Procedures.** The Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.
- 7.8 Audit Provision. Organization agrees to provide to County at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of ESG Grant Funds for Fiscal Year 2012-2013 to be delivered to County by September 30, 2014 and for Fiscal Year 2013-2014 to be delivered to County by December 30, 2012.
- 7.9 **HMIS.** Organization shall participate in a local Homeless Management Information System ("HMIS") and to collect and report program participant-level information. (1) Domestic Violence providers may report on a HMIS comparable database to meet the standards set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule.

#### 8. UNIFORM ADMINISTRATIVE REQUIREMENTS.

- 8.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations".
- Reasonable Grant Costs. The County reserves the right to determine whether or not a request for ESG 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 organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.

Allocable Grant Costs. The County reserves the right to determine whether or not a request for ESG grant fund reimbursement is allocable. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

#### 9. HOLD HARMLESS AND INDEMNITY AGREEMENT.

- 9.1 General Indemnification. Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.
- 9.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

#### 10. NON-DISCRIMINATION & EQUAL OPPORTUNITY

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

- (4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.
- retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religious belief.
- 10.3 **Section 3 Compliance.** Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.
- 10.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.
- 10.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).
- 10.6 **Displacement, Relocation, Acquisition & Replacement of Housing**. Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.
- 10.7 **Eligibility Restrictions**. Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

#### 11. CONFLICTS OF INTEREST.

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

- employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- 11.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 11.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

#### 12. <u>DRUG-FREE WORK PLACE.</u>

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

#### 13. TERMINATION OF SERVICES & REVERSION OF ASSETS.

Denial, Discharge, or Termination of Client Services. The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

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

#### 14. GENERAL TERMS AND CONDITIONS.

- 14.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- 14.2 Other program requirements. Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 14.3 **Assignment.** Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.
- 14.4 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

- 14.5 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
- 14.6 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 14.7 **Integration**. This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.
- 14.8 **Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Organization or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County:

County of Stanislaus

Department of Planning and Community Development Attention: Angela Freitas, Director, ESG Program

1010 Tenth Street, Suite 3400

Modesto, CA 95354

To Organization:

Community Housing and Shelter Services

ATTN: Kimberly Hays, Interim Executive Director

P.O. Box 881

Modesto, CA 95354

- 14.9 **Governing Law and Venue.** This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.
- 14.10 **Authorization.** The Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

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

#### **COUNTY OF STANISLAUS**

COMMUNITY HOUSING AND SHELTER SERVICES

By:

Angela Freitas, Director Planning and Community Development

"County"

ъу.

Kimberly Hays

Interim Executive Director

"Organization""

APPROVED AS TO FORM:

Thomas E. Boze

**Deputy County Counsel** 

#### **EXHIBIT A** Stanislaus County

## Emergency Solutions Grant (ESG) For Fiscal Year 2014-2015

Α.	Project Summary Page
A-1	Project Title: Homeless Prevention & Rapid Rehousing
	Total Awarded: \$ 25,749
	☐ Street Outreach \$ Shelter \$_11,581
A-2	Agency: Community Housing & Shelter Services
	Agency Address: 936 McHenry Avenue, #131, Modesto, CA 95350
	Phone: (209)527-0444 Fax: (209)575-9818
A-3	Contact Name: Romelia Wiley Title: Project Manager
	Contact Address (if different than above):
	Contact e-mail address: chssrwiley@gmail.com
	Contact Phone: (209)527-0444 Fax: (209)575-9818
<b>A-4</b>	Agency Type (check all that apply):
	☑ Non-Profit ☐ For-Profit ☐ Government ☐ Faith-Based ☐ Institution of Higher Education
	Incorporated year: 1981 501(c)(3) - Yes Tax ID number:
	DUNS Number (9 digit No.): 835658782
A-5	Number of unduplicated persons to be served by this project:(I)36
A-6	Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):
	-Number of participants who increase their income -Number of participants who become stably housed -Number of homeless families with children served
A-7	Summarized Project Description:
	Community Housing and Shelter Services (CHSS) will provide rental assistance and homeless prevention services aimed at helping families at imminent risk of losing their housing avoid eviction. Utilizing ESG funding, case managers work with families who are lacking resources and support networks and who are at high risk for becoming homeless to maintain and stabilize housing. All HPRP participants will be monitored by Case Managers who will determine family eligibility, assess housing barriers, develop a Housing Plan, offer rental assistance, provide life skills training, connect participants to potential employers, and track family progress towards goals outlined in their Housing Plan.

#### **EXHIBIT B**

#### ESG FY 14-15 Allocation & Project Budget

Agency:	CHSS
Project:	HPRP Program

Date: 8-May-14

#### BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:

FY 2014-2015 Recommended Award based off of scoring criteria and funding availability. Target number of unduplicated individuals is 36 individuals.

STORES AND LONG MESSAGE AND LONG THE STORES		MANUAL CONTRACTOR
STREETOUTHER	VCH	
Easential Service	8	
Salaries: (total from Exhibit C)	\$0,50	\$0.00
Benefits/Taxes (capped at 20% of salary):	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
Subjoial:	\$0.00	\$0,00
EMERGENCYSHE	ETER!	
Essential Service	8	
Salaries : (total from Exhibit C)	\$0.00	\$0.00
Benefite/Taxes (capped at 20% of salary):	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
Subtotali		\$0.00
Operational Cost	\$	
Rent:	\$0.00	\$0.00
Utilities:	\$0.00	\$0.00
Maintenance (General)	\$0,00	\$0.00
Other (specify Hotel Vouchers):	\$15,851.00	\$0.00
Other: (Cleaning Supplies, Office, Telephone)	\$0.00	\$0.00
Subtotel:	\$15,851.00	\$0.00
Rennovation		····
Conversion	\$0.00	\$0.00
Major Rehabilitation	\$0.00	\$0.00
Renovation	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00
HOMELESS PREVENTION/RAI		NG
Salaries : (total from Exhibit C)	\$7,072.60	\$2,840.00
Benefits/Taxes (capped at 20% of salary);	\$1,414.40	\$588.00
Transportation	\$0.00	\$0.00
Subtotal:	\$8,487.00	\$3,408.00
Financial Assistance	Costs	
Bental Application Fees:	\$0.00	\$0.00
Security Deposits:	\$0.00	\$2,000.00
Last Month's Rent:	\$0,00	\$0.00
Utility Deposits:	\$0.00	\$1,636.00
Utility Payments:	\$0.00	\$0.00
Moving Costs:	\$0.00	\$0.00
Services Costs:	\$0.00	\$0.00
	\$0.00	\$10,000.00
Short-term Rental Assistance (0-3 mos.):		\$0.00
Short-term Rental Assistance (0-3 mos.): Medium-term Rental Assistance (4-24 mos.):	\$0,00	
Short-term Rental Assistance (0-3 mos.):  Medium-term Rental Assistance (4-24 mos.):  Subfotal:	\$0.00 \$0.00	\$13,636,00
Short-term Rental Assistance (0-3 mos.):  Medium-term Rental Assistance (4-24 mos.):  Subfotal:  HMIS	\$0.00 \$0.00	
Short-term Rental Assistance (0-3 mos.):  Medium-term Rental Assistance (4-24 mos.):  Subfotal:  HMIS  Essential Service	\$0.00 \$0.00	\$13,636,00
Short-term Rental Assistance (0-3 mos.):  Medium-term Rental Assistance (4-24 mos.):  Subfotafi  HMIS  Essential Service  Salaries: (total from Exhibit C)	\$0.00 \$0.00 38 \$0.00	\$13,536,00 \$0.00
Short-term Rental Assistance (0-3 mos.):  Medium-term Rental Assistance (4-24 mos.):  Subfotaf:  HMIS  Essential Service  Salaries: (total from Exhibit C)  Benefits/Taxes (capped at 20% of salary):	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$13,636,00 \$0.00 \$0.00
Short-term Rental Assistance (0-3 mos.):  Medium-term Rental Assistance (4-24 mos.):  Subfotali  HMIS  Essential Service  Salaries: (total from Exhibit C)  Benefits/Taxes (capped at 20% of salary):  Subtotal:	\$0.00 \$0.00 38 \$0.00	\$13,536,00 \$0.00
Short-term Rental Assistance (0-3 mos.):  Medium-term Rental Assistance (4-24 mos.):  Subfotatr  HMIS  Essantial Service  Salaries: (total from Exhibit C)  Benefits/Taxes (capped at 20% of salary):  Subtotaf:  Other Costs	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$13,636,00 \$0.00 \$0.00
Short-term Rental Assistance (0-3 mos.):  Medium-term Rental Assistance (4-24 mos.):  Subfotat:  HMIS  Essential Service  Salaries: (total from Exhibit C)  Benefits/Taxes (capped at 20% of salary):  Subtotat:  Other Costs  Security:	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$13,636,00 \$0.00 \$0.00 \$0.00
Short-term Rental Assistance (0-3 mos.):  Medium-term Rental Assistance (4-24 mos.):  Subfotal:  HMIS  Essential Service  Salaries: (total from Exhibit C)  Benefits/Taxes (capped at 20% of salary):  Subtotal:  Other Costs  Security: Fees:	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$13,636,00 \$0.00 \$0.00 \$0.00 \$0.00
Short-term Rental Assistance (0-3 mos.):  Medium-term Rental Assistance (4-24 mos.):  Subfotal:  HMIS  Essential Service  Salaries: (total from Exhibit C)  Benefits/Taxes (capped at 20% of salary):  Subtotal:  Other Costs  Security: Fees: In-Kind Food Donations:	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$13,636,00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Short-term Rental Assistance (0-3 mos.):  Medium-term Rental Assistance (4-24 mos.):  Subfotal:  Essantial Service  Salaries: (total from Exhibit C)  Benefits/Taxes (capped at 20% of salary):  Subtotal:  Other Costs  Security: Fees: In-Kind Food Donations: In-Kind Volunteer Hours:	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$13,636,00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Short-term Rental Assistance (0-3 mos.):  Medium-term Rental Assistance (4-24 mos.):  Subfotal:  HMIS  Essential Service  Salaries: (total from Exhibit C)  Benefits/Taxes (capped at 20% of salary):  Subtotal:  Other Costs  Security: Fees: In-Kind Food Donations:	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$13,636,00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

Signature of Poject Director or Authorized Person is required

6/13/14 Date:

TO BE COMPLETED BY CORG MONITORING STAFF: CDBG Staff Recommendation: (Approve or Deny (Circle one) Signature of Stantslaus County CDBG Official

#### Board of Supervisors #2014-165 April 8, 2014

#### ESG AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Emergency Solutions Grant ("ESG") Program (hereinafter referred to as "County") and the COMMUNITY HOUSING AND SHELTER SERVICES (hereinafter referred to as "Organization") on July 1, 2014.

#### WITNESSETH

WHEREAS, County has received an Emergency Solutions Grant ("ESG") from the Department of Housing and Urban Development ("HUD") under subtitle B of title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11371–11378), as amended (24 CFR 576); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such an Emergency Solutions Program; and

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

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

#### 1. SCOPE OF SERVICE.

- 1.1 **General Scope.** Organization shall provide services under its Santa Fe Project, as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.
- 1.2 **Term.** The services of Organization are to commence on July 1, 2014, and end on June 30, 2016, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

#### 2. <u>COMPENSATION</u>.

- 2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$25,749 in ESG grant funds (\$11,581 allocated for shelter activities and \$14,168 allocated for Rapid Re-Housing Activities) for Fiscal Year 2014-2015, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.
- 2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) Organization must request a first draw by September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2014; and (4) A fourth and final draw by June 30, 2014. All complete draw requests must be received before June 30, 2014.
- 2.3 **Certification of Expenses.** In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this FY 2014-2015 Stanislaus County ESG Grant Agreement

Agreement. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15 of each Fiscal Year, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

- 2.4 **Authorized Personnel.** Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requisitions for draws pursuant to this Agreement.
- 2.5 **Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner ( $2^{nd}$  quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.
- Salaries. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week. Fringe benefits, which includes taxes and insurance costs paid by the agency 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 agency. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.
- 2.7 **Financial Assistance Draws.** Grant fund draws associated with financial assistance, as defined within ESG, may be dispersed upon request provided: (1) The request exceeds the amount of \$250.00; (2) The following verification has been obtained by Organization: (a) Verification that the program participant has been income qualified; (b) Verification that the program participant has a lease or rental agreement in their name; (c) Verification that the unit meets the standards set forth within Section 5 of this contract; (d) Verification that the financial assistance amount to be paid is actually owed; (e) Any other verification determined to be necessary by County. (3) All financial assistance draws dispersed to Organization shall be dispersed directly to the third party representing the entity to which the payment is owed. Where third party is defined as the entity to which money is due, such as the utility company or landlord. (4) All requests for financial assistance draws will be reviewed and paid out, provided all the required verification has been obtained, within a maximum of 7 working days. (a) Complete financial assistance requests for payment received prior to 12 noon on Tuesday will be paid out the following Friday. (b) Complete financial assistance requests for payment received after 12 noon on Tuesday will be paid out the following Tuesday.
- 2.8 **Match Funding.** The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in 24 CFR § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third-party, Non-cash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.

#### 3. USE OF FUNDS.

- 3.1 General Use of Funds. Use of funds received pursuant to this Agreement shall be utilized for eligible activities as described within subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371–11378), the 2009 HEARTH Act, 24 CFR Part 576, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs, and other regulations governing the Emergency Solutions Grant Program, including any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit homeless persons or persons at-risk of homelessness (as defined within the desk guide).
- 3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.
- 3.3 **In-eligible Uses of Funds.** The following uses are not eligible for ESG funds: (1) Funds issued directly to program participants. All ESG financial assistance funds shall be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants; (2) Motel and hotel vouchers may not be provided for program participants for more than 30 days and may only be provided if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by the program participants; (3) ESG funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing.
- 3.4 **Program Income.** Program income shall be handled in the manor described within the Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in ESG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.
- 2.5 **Limit on Length of Assistance.** (1) Homeless Prevention and Rapid Re-housing program participants may receive up to 12 months of rental assistance and housing relocation and stabilization services. This assistance may be extended if the program participant's housing plan has been followed and the case manager determines that additional months of assistance are required for the participant to overcome additional barriers to housing. In no case can HPRP assistance exceed 24 months during any 3-year period. (2) Shelter services must establish limits on the length of assistance within their program policies.

#### 4. PROGRAM PARTICIPANT ELIGIBILITY.

- 4.1 **General Eligibility.** Eligibility of program participants shall be evaluated prior to ESG program entry with an initial consultation conducted by Organization to determine if they meet the following criteria: (1) Household, which is defined as all persons that will be living in the home to be subsidized with ESG funds, must be at or below 30 percent of Area Median Income (AMI); (2) The household must be homeless or at-risk of homelessness, as defined by 24 CFR 276. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 4.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into ESG. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.
- 4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.
- 4.4 **Eligible Stanislaus Urban County Areas.** Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 276, are considered to be Urban County residents.
- 4.5 **Centralized or Coordinated Assessment System**. Grantees are required to use a centralized or coordinated system to initially assess the eligibility and needs of each individual or family who seeks homeless assistance or homelessness prevention assistance. This would be developed and implemented by the Continuum of Care in accordance with minimum requirements to be established by HUD.
- 4.6 **Re-certifying Eligibility.** Organization agrees to evaluate and certify the eligibility of homeless prevention program participants at least once every 3 months during program enrollment and of homeless program participants once every 12 months during program enrollment.
- 4.7 **Program Participant Responsibilities.** Standards for determining the share of rent and utilities costs that each program participant is responsible to pay, if any, while receiving homelessness prevention or rapid rehousing assistance is as follows: (1) If at intake a client is determined to have cashincome or benefits, their rental assistance shall decrease by 10% every month. If a case manager determines that barriers exist that would make this requirement an obstacle to stable permanent housing at program exit, then this requirement may be waived. Barriers shall be documented in client file and must be consistent with CoC established barriers; (2) Debt to income ratio limits include: 35% income to

housing ratio; and a 45% total monthly debt to income ratio. If a case manager creates a housing plan that includes a plan for getting a program participant's debt to income ratio to these levels, then this requirement may be waived. This shall be documented in the client's Housing Plan and signed by the client.

- 4.8 Collaboration, Coordination and Resource and Referral Services. All CDBG Public Services and ESG grantees must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider.
- 4.9 Coordination with Continuum(s) of Care and other programs. The recipient and its sub-recipients must document their compliance with the requirements of 24 CFR § 576.400 for consulting with the Continuum of Care (CoC) and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs (see Section III (8)(e) of this document for details on the CoC meetings). The recipient must keep records of the participation in HMIS or a comparable database by all projects of the recipient and its sub-recipients.
- 4.10 **ESG Sub-committee.** All ESG grantees must attend the ESG Sub-committee, which meets once every other month, after the general CoC meeting. ESG recipients must attend this sub-committee meeting to ensure standardized coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers.

#### 5. RESTRICTIONS RELATED TO RENTAL UNITS.

- 5.1 **Lead Poisoning Prevention Act**. Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R shall apply to housing occupied by families receiving homeless prevention and rapid re-housing assistance through the ESG program.
- Habitability Standards. Units receiving ESG assistance must pass a minimum threshold of 5.2 habitability, including lead-based paint. Renovations completed with ESG funds must also meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant already resides may be inspected, by the Agency, according to the habitability standards required for the Housing Choice Voucher program. ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant will be moving shall be inspected, by the County, according to the habitability standards required for the Housing Choice Voucher program: (1) Organization shall notify the County when such an inspection is required. (2) Organization shall give County 48 hours notice of said inspection need. (3) Organization shall be charged a fee for said inspection at an hourly rate of \$58.23, subject to change upon written notification from the County. (a) Inspection fee will be automatically drawn from Organization's dedicated Rental Assistance grant fund. (b) An inspection sheet, indicating whether the unit passed or failed, will be provided to Organization within 24 hours of the inspection completion. (4) Agency is responsible for ensuring landlords are aware of and prepared for the habitability inspections. (5) Units requiring an inspection shall be inspected on an annual basis for the duration of time the unit is receiving ESG assistance, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (5) If a unit has a change of tenancy and the new tenant is to receive ESG Financial Assistance for the unit, Organization shall have the unit re-inspected, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (6) Organization shall keep a record of inspections for units receiving ESG funding.

- 5.3 **Lease Agreement.** Organization agrees to verify a lease agreement exists in the program participant's name prior to any disbursement of ESG funds to the appropriate third party.
- Rent Reasonableness and Fair Market Rent Assessments. Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888.111-888.115, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507. (1) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.
- 5.5 **Rental Unit General Requirements.** Best efforts must be made to ensure that units receiving ESG assistance are legal dwellings and are not in the process of foreclosure.
- 5.6 **Use with Other Subsidies.** Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance, or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URA payments.

#### 6. RESTRICTIONS RELATED TO SHELTER FACILITIES.

- Shelter and Housing Standards. The revised standards for emergency shelters require all shelters to meet minimum habitability standards adopted from the SHP regulations and current Emergency Solutions Grant guidance. Shelters renovated with ESG funds are also required to meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. The records must include documentation of compliance with the shelter and housing standards in 24 CFR § 576.403, including inspection reports.
- 6.2 Accessibility. A recipient shall operate each existing program or activity receiving federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. Grantees are also required to provide reasonable accommodations for persons with disabilities in order to enable program participants with a disability to have an equal opportunity to participate in the program or activity. Grantees that undertake alterations to shelters may be subject to additional accessibility requirements in accordance with 24 CFR part 8.
- 6.3 **Shelter Rehab Activities.**(1) If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation; (2) If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion; (3) In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of three (3) years after the date the building is first occupied by a homeless individual or family after the completed renovation; any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

- 6.4 Minimum standards for emergency shelter renovation, conversion or rehab. Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards as described in 24 CFR § 576.403.
- 6.5 **Prohibition against involuntary family separation**. The age, of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses Emergency Solutions Grant (ESG) funding or services and provides shelter to families with children under age 18.
- 6.6 Essential Shelter Services. In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long as the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area. To the extent possible, sub-grantees shall assess, prioritize, and reassess individuals' and families' needs for case management and resource and referral services.
- 6.7 **Lead Poisoning Prevention Act**. Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R.

### 7. <u>DOCUMENTATION, DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.</u>

- 7.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 7.2 **Quarterly Reports.** Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of ESG, including an estimate of the number of jobs created and/or retained by ESG funds as well as any other information that is requested.
- 7.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of ESG during or after the completion of the program.
- 7.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).
- 7.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide

such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with ESG funds in the quarterly report to be provided to County.

- General Records. Records must be kept in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Organization will 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. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.
- 7.7 **Privacy Procedures.** The Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.
- 7.8 **Audit Provision.** Organization agrees to provide to County at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of ESG Grant Funds for Fiscal Year 2012-2013 to be delivered to County by September 30, 2014 and for Fiscal Year 2013-2014 to be delivered to County by December 30, 2012.
- 7.9 **HMIS.** Organization shall participate in a local Homeless Management Information System ("HMIS") and to collect and report program participant-level information. (1) Domestic Violence providers may report on a HMIS comparable database to meet the standards set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule.

#### 8. UNIFORM ADMINISTRATIVE REQUIREMENTS.

- 8.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations".
- Reasonable Grant Costs. The County reserves the right to determine whether or not a request for ESG 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 organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.

Allocable Grant Costs. The County reserves the right to determine whether or not a request for ESG grant fund reimbursement is allocable. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

#### 9. HOLD HARMLESS AND INDEMNITY AGREEMENT.

- 9.1 General Indemnification. Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.
- 9.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

#### 10. NON-DISCRIMINATION & EQUAL OPPORTUNITY

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

- (4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.
- retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.
- 10.3 **Section 3 Compliance.** Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.
- 10.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.
- 10.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).
- 10.6 **Displacement, Relocation, Acquisition & Replacement of Housing.** Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.
- 10.7 **Eligibility Restrictions**. Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

#### 11. CONFLICTS OF INTEREST.

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

- 11.2 **Conflict of Interest.** Organization shall comply with 24 CFR 84.42, which prohibits any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- 11.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 11.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

#### 12. DRUG-FREE WORK PLACE.

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

#### 13. TERMINATION OF SERVICES & REVERSION OF ASSETS.

13.1 Denial, Discharge, or Termination of Client Services. The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

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

#### 14. GENERAL TERMS AND CONDITIONS.

- 14.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- 14.2 **Other program requirements.** Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 14.3 **Assignment.** Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.
- 14.4 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

- 14.5 **Provisions Required by Law Deemed Inserted**. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
- 14.6 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 14.7 **Integration**. This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.
- 14.8 **Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Organization or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus

Department of Planning and Community Development Attention: Angela Freitas, Director, ESG Program

1010 Tenth Street, Suite 3400

Modesto, CA 95354

To Organization: Community Housing and Shelter Services

ATTN: Kimberly Hays, Interim Executive Director

P.O. Box 881

Modesto, CA 95354

- 14.9 **Governing Law and Venue.** This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.
- 14.10 **Authorization.** The Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

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

#### **COUNTY OF STANISLAUS**

COMMUNITY HOUSING AND SHELTER SERVICES

By:

Angela Freitas, Director

Planning and Community Development

"County"

Kimberly Hays

Interim Executive Director

"Organization"

APPROVED AS TO FORM:

Thomas E. Boze

**Deputy County Counsel** 

#### **EXHIBIT A** Stanislaus County

## Emergency Solutions Grant (ESG) For Fiscal Year 2014-2015

Α.	Project Summary Page
A-1	Project Title: Santa Fe Project
	Total Awarded: \$_25,749
	☐ Street Outreach \$ Shelter \$ 11,581
A-2	Agency: Community Housing & Shelter Services
	Agency Address: 936 McHenry Avenue, #131, Modesto, CA 95350
	Phone: (209)527-0444 Fax: (209)575-9818
A-3	Contact Name: Romelia Wiley Title: Project Manager
	Contact Address (if different than above):
	Contact e-mail address: chssrwiley@gmail.com
	Contact Phone: (209)527-0444 Fax: (209)575-9818
<b>A-4</b>	Agency Type (check all that apply):
	☑ Non-Profit ☐ For-Profit ☐ Government ☐ Faith-Based ☐ Institution of Higher Education
	Incorporated year: 1981 501(c)(3) - Yes Tax ID number:
	DUNS Number (9 digit No.): 835658782
<b>A-5</b>	Number of unduplicated persons to be served by this project:(I)21
A-6	Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):
	-Improved income -Removal of barriers to self-sufficiency -Maintains permanent housing
<b>A-</b> 7	Summarized Project Description:
	Community Housing and Shelter Services (CHSS) is leasing 8 units in a Migrant Camp in Empire, called Santa Fe House, from the Housing Authority of the County of Stanislaus, to allow Transitional Shelter for homeless families during the inclement winter months. In addition to shelter, this program will provide counseling and related public services that will assist the household in attaining permanent housing and new employment. After families exit Santa Fe House rental assistance will be provided as needed to assist the families to becoming stably housed. One of the main goals of the program is create pathways that lead to increased skills, wages and new job opportunities for low-income households participating in the program. The program intends to partner with the Alliance WorkNet to provide on the job training opportunities (OJT &/or Project YES) as the program participant's pursue permanent housing opportunities during the program stay.

#### **EXHIBIT B**

#### ESG FY 14-15 Allocation & Project Budget

Agency: CHSS
Project: Santa Fe Program
Date: 8-May-14

#### BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:

FY 2014-2015 Recommended Award based off of scoring criteria and funding availability.

Target number of unduplicated individuals is 21 individuals.

	Geografia (1934)	AVERTORIZ
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Essential Service	\$	
Salaries : (total from Exhibit C)	\$0.00	\$0.0
Benefits/Taxes (capped at 20% of salary):	\$0.00	\$0.0
Transportation	\$0,00	\$0.0
Subtotu:		\$0.0
EMERGENCY SHE	LTER	PER PARK
Essential Service		
Salaries : (total from Exhibit C)	\$13,729.17	\$9,250.0
Benefits/Taxes (capped at 20% of salary):	\$2,745,83	\$1,850.0
Transportation	\$0.00	\$0.0
Subtotal:	\$16,475.00	\$11,100.0
Operational Cost	s	
Rent:	\$480.00	\$481,0
Utilities:	\$0.00	\$0.0
Maintenance (General)	\$0.00	\$0.0
Other (specify Hotel Vouchers):	\$0.00	\$0.0
Other: (Cleaning Supplies, Office, Telephone)	\$0.00	\$0.0
	\$480.00	\$481.0
Rennovation		
Conversion	\$0.00	\$0.0
Major Rehabilitation	\$0.00	\$0.0
Renovation	\$0.00	\$0.0
Subtotal:	\$0,00	\$0.00
HOMELESS PREVENTION/RAI Essential Service	the state of the s	le Perte XIII A
Salaries : (total from Exhibit C)	\$7,072.60	\$2,362.0
Benefits/Taxes (capped at 20% of salary);	\$1,414.40	\$472.0
Transportation	\$0.00	\$0.0
-Subtotal:	\$8,487.00	
		\$2,834.0
Financial Assistance	Costs	
Rental Application Fees:	Costs \$0,00	\$0.0
Rentel Application Fees: Security Deposits:	\$0,00 \$0,00	\$0.0 \$2,000.0
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Rental Application Fees: Security Deposits: Last Month's Rent: Utility Deposits: Utility Payments: Moving Costs: Services Costs: Short-term Rental Assistance (0-3 mos.); Medium-term Rental Assistance (4-24 mos.);	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$15,851.00 \$0.00	\$0.0 \$2,000.0 \$0.0 \$1,000.0 \$0.0 \$0.0 \$7,334.0 \$0.0
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Signature of Parect Director or Authorized Person is required

TO BE COMPLETED BY COBG MONITORING STAFF: Approve or Deny (Circle one) CDBG Staff Recommendation: Signature of Stanislaus County CDBG Official

#### Board of Supervisors #2014-165 April 8, 2014

#### **ESG AGREEMENT**

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Emergency Solutions Grant ("ESG") Program (hereinafter referred to as "County") and the COMMUNITY HOUSING AND SHELTER SERVICES (hereinafter referred to as "Organization") on July 1, 2014.

#### WITNESSETH -

WHEREAS, County has received an Emergency Solutions Grant ("ESG") from the Department of Housing and Urban Development ("HUD") under subtitle B of title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11371–11378), as amended (24 CFR 576); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such an Emergency Solutions Program; and

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

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

#### 1. <u>SCOPE OF SERVICE.</u>

- 1.1 **General Scope.** Organization shall provide services under its Homeless Management Information Systems Data Entry Program, as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.
- 1.2 **Term.** The services of Organization are to commence on July 1, 2014, and end on June 30, 2016, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

#### 2. <u>COMPENSATION.</u>

- 2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$15,000 in ESG grant funds (\$15,000 allocated for HMIS Activities) for Fiscal Year 2014-2015, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.
- 2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) Organization must request a first draw by September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2014; and (4) A fourth and final draw by June 30, 2014. All complete draw requests must be received before June 30, 2014.
- 2.3 **Certification of Expenses.** In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this FY 2014-2015 Stanislaus County ESG Grant Agreement

Agreement. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15 of each Fiscal Year, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

- 2.4 **Authorized Personnel.** Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requisitions for draws pursuant to this Agreement.
- 2.5 **Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner ( $2^{nd}$  quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.
- Salaries. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week. Fringe benefits, which includes taxes and insurance costs paid by the agency 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 agency. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.
- 2.7 **Financial Assistance Draws.** Grant fund draws associated with financial assistance, as defined within ESG, may be dispersed upon request provided: (1) The request exceeds the amount of \$250.00; (2) The following verification has been obtained by Organization: (a) Verification that the program participant has been income qualified; (b) Verification that the program participant has a lease or rental agreement in their name; (c) Verification that the unit meets the standards set forth within Section 5 of this contract; (d) Verification that the financial assistance amount to be paid is actually owed; (e) Any other verification determined to be necessary by County. (3) All financial assistance draws dispersed to Organization shall be dispersed directly to the third party representing the entity to which the payment is owed. Where third party is defined as the entity to which money is due, such as the utility company or landlord. (4) All requests for financial assistance draws will be reviewed and paid out, provided all the required verification has been obtained, within a maximum of 7 working days. (a) Complete financial assistance requests for payment received prior to 12 noon on Tuesday will be paid out the following Friday. (b) Complete financial assistance requests for payment received after 12 noon on Tuesday will be paid out the following Tuesday.
- 2.8 **Match Funding.** The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in 24 CFR § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third-party, Non-cash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.

#### 3. USE OF FUNDS.

- 3.1 General Use of Funds. Use of funds received pursuant to this Agreement shall be utilized for eligible activities as described within subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371–11378), the 2009 HEARTH Act, 24 CFR Part 576, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs, and other regulations governing the Emergency Solutions Grant Program, including any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit homeless persons or persons at-risk of homelessness (as defined within the desk guide).
- 3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.
- 3.3 In-eligible Uses of Funds. The following uses are not eligible for ESG funds: (1) Funds issued directly to program participants. All ESG financial assistance funds shall be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants; (2) Motel and hotel vouchers may not be provided for program participants for more than 30 days and may only be provided if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by the program participants; (3) ESG funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing.
- 3.4 **Program Income.** Program income shall be handled in the manor described within the Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in ESG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.
- 3.5 **Limit on Length of Assistance.** (1) Homeless Prevention and Rapid Re-housing program participants may receive up to 12 months of rental assistance and housing relocation and stabilization services. This assistance may be extended if the program participant's housing plan has been followed and the case manager determines that additional months of assistance are required for the participant to overcome additional barriers to housing. In no case can HPRP assistance exceed 24 months during any 3-year period. (2) Shelter services must establish limits on the length of assistance within their program policies.

#### 4. PROGRAM PARTICIPANT ELIGIBILITY.

- 4.1 **General Eligibility.** Eligibility of program participants shall be evaluated prior to ESG program entry with an initial consultation conducted by Organization to determine if they meet the following criteria: (1) Household, which is defined as all persons that will be living in the home to be subsidized with ESG funds, must be at or below 30 percent of Area Median Income (AMI); (2) The household must be homeless or at-risk of homelessness, as defined by 24 CFR 276. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 4.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into ESG. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.
- 4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.
- 4.4 **Eligible Stanislaus Urban County Areas.** Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 276, are considered to be Urban County residents.
- 4.5 **Centralized or Coordinated Assessment System.** Grantees are required to use a centralized or coordinated system to initially assess the eligibility and needs of each individual or family who seeks homeless assistance or homelessness prevention assistance. This would be developed and implemented by the Continuum of Care in accordance with minimum requirements to be established by HUD.
- 4.6 **Re-certifying Eligibility.** Organization agrees to evaluate and certify the eligibility of homeless prevention program participants at least once every 3 months during program enrollment and of homeless program participants once every 12 months during program enrollment.
- 4.7 **Program Participant Responsibilities.** Standards for determining the share of rent and utilities costs that each program participant is responsible to pay, if any, while receiving homelessness prevention or rapid rehousing assistance is as follows: (1) If at intake a client is determined to have cashincome or benefits, their rental assistance shall decrease by 10% every month. If a case manager determines that barriers exist that would make this requirement an obstacle to stable permanent housing at program exit, then this requirement may be waived. Barriers shall be documented in client file and must be consistent with CoC established barriers; (2) Debt to income ratio limits include: 35% income to

housing ratio; and a 45% total monthly debt to income ratio. If a case manager creates a housing plan that includes a plan for getting a program participant's debt to income ratio to these levels, then this requirement may be waived. This shall be documented in the client's Housing Plan and signed by the client.

- 4.8 Collaboration, Coordination and Resource and Referral Services. All CDBG Public Services and ESG grantees must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider.
- 4.9 Coordination with Continuum(s) of Care and other programs. The recipient and its sub-recipients must document their compliance with the requirements of 24 CFR § 576.400 for consulting with the Continuum of Care (CoC) and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs (see Section III (8)(e) of this document for details on the CoC meetings). The recipient must keep records of the participation in HMIS or a comparable database by all projects of the recipient and its sub-recipients.
- 4.10 **ESG Sub-committee.** All ESG grantees must attend the ESG Sub-committee, which meets once every other month, after the general CoC meeting. ESG recipients must attend this sub-committee meeting to ensure standardized coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers.

#### 5. RESTRICTIONS RELATED TO RENTAL UNITS.

- 5.1 Lead Poisoning Prevention Act. Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R shall apply to housing occupied by families receiving homeless prevention and rapid re-housing assistance through the ESG program.
- Habitability Standards. Units receiving ESG assistance must pass a minimum threshold of habitability, including lead-based paint. Renovations completed with ESG funds must also meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant already resides may be inspected, by the Agency, according to the habitability standards required for the Housing Choice Voucher program. ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant will be moving shall be inspected, by the County, according to the habitability standards required for the Housing Choice Voucher program: (1) Organization shall notify the County when such an inspection is required. (2) Organization shall give County 48 hours notice of said inspection need. (3) Organization shall be charged a fee for said inspection at an hourly rate of \$58.23, subject to change upon written notification from the County. (a) Inspection fee will be automatically drawn from Organization's dedicated Rental Assistance grant fund. (b) An inspection sheet, indicating whether the unit passed or failed, will be provided to Organization within 24 hours of the inspection completion. (4) Agency is responsible for ensuring landlords are aware of and prepared for the habitability inspections. (5) Units requiring an inspection shall be inspected on an annual basis for the duration of time the unit is receiving ESG assistance, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (5) If a unit has a change of tenancy and the new tenant is to receive ESG Financial Assistance for the unit, Organization shall have the unit re-inspected, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (6) Organization shall keep a record of inspections for units receiving ESG funding.

- 5.3 **Lease Agreement.** Organization agrees to verify a lease agreement exists in the program participant's name prior to any disbursement of ESG funds to the appropriate third party.
- Rent Reasonableness and Fair Market Rent Assessments. Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888.111-888.115, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507. (1) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.
- 5.5 **Rental Unit General Requirements.** Best efforts must be made to ensure that units receiving ESG assistance are legal dwellings and are not in the process of foreclosure.
- 5.6 **Use with Other Subsidies.** Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance, or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URA payments.

#### 6. <u>RESTRICTIONS RELATED TO SHELTER FACILITIES.</u>

- Shelter and Housing Standards. The revised standards for emergency shelters require all shelters to meet minimum habitability standards adopted from the SHP regulations and current Emergency Solutions Grant guidance. Shelters renovated with ESG funds are also required to meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. The records must include documentation of compliance with the shelter and housing standards in 24 CFR § 576.403, including inspection reports.
- 6.2 Accessibility. A recipient shall operate each existing program or activity receiving federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. Grantees are also required to provide reasonable accommodations for persons with disabilities in order to enable program participants with a disability to have an equal opportunity to participate in the program or activity. Grantees that undertake alterations to shelters may be subject to additional accessibility requirements in accordance with 24 CFR part 8.
- 6.3 Shelter Rehab Activities.(1) If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation; (2) If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion; (3) In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of three (3) years after the date the building is first occupied by a homeless individual or family after the completed renovation; any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

- 6.4 **Minimum standards for emergency shelter renovation, conversion or rehab.** Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards as described in 24 CFR § 576.403.
- 6.5 **Prohibition against involuntary family separation**. The age, of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses Emergency Solutions Grant (ESG) funding or services and provides shelter to families with children under age 18.
- 6.6 Essential Shelter Services. In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long as the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area. To the extent possible, sub-grantees shall assess, prioritize, and reassess individuals' and families' needs for case management and resource and referral services.
- 6.7 **Lead Poisoning Prevention Act**. Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R.

## 7. <u>DOCUMENTATION, DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.</u>

- 7.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 7.2 **Quarterly Reports.** Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of ESG, including an estimate of the number of jobs created and/or retained by ESG funds as well as any other information that is requested.
- 7.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of ESG during or after the completion of the program.
- 7.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).
- 7.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide

such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with ESG funds in the quarterly report to be provided to County.

- General Records. Records must be kept in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Organization will 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. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.
- 7.7 **Privacy Procedures.** The Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.
- 7.8 **Audit Provision.** Organization agrees to provide to County at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of ESG Grant Funds for Fiscal Year 2012-2013 to be delivered to County by September 30, 2014 and for Fiscal Year 2013-2014 to be delivered to County by December 30, 2012.
- 7.9 **HMIS.** Organization shall participate in a local Homeless Management Information System ("HMIS") and to collect and report program participant-level information. (1) Domestic Violence providers may report on a HMIS comparable database to meet the standards set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule.

#### 8. UNIFORM ADMINISTRATIVE REQUIREMENTS.

- 8.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations".
- Reasonable Grant Costs. The County reserves the right to determine whether or not a request for ESG 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 organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.

8.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for ESG grant fund reimbursement is allocable. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

#### 9. HOLD HARMLESS AND INDEMNITY AGREEMENT.

- 9.1 General Indemnification. Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.
- 9.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

#### 10. NON-DISCRIMINATION & EQUAL OPPORTUNITY

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

- (4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.
- 10.2 Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religious or religious belief.
- 10.3 **Section 3 Compliance.** Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.
- 10.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.
- 10.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).
- 10.6 **Displacement, Relocation, Acquisition & Replacement of Housing.** Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.
- 10.7 **Eligibility Restrictions**. Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

#### 11. CONFLICTS OF INTEREST.

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

- 11.2 **Conflict of Interest.** Organization shall comply with 24 CFR 84.42, which prohibits any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- 11.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 11.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

#### 12. DRUG-FREE WORK PLACE.

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

#### 13. TERMINATION OF SERVICES & REVERSION OF ASSETS.

Denial, Discharge, or Termination of Client Services. The denial, discharge or 13.1 termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

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

#### 14. GENERAL TERMS AND CONDITIONS.

- 14.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- 14.2 **Other program requirements.** Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 14.3 **Assignment.** Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.
- 14.4 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

- 14.5 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
- 14.6 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 14.7 **Integration**. This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.
- 14.8 **Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Organization or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus

Department of Planning and Community Development Attention: Angela Freitas, Director, ESG Program

1010 Tenth Street, Suite 3400

Modesto, CA 95354

To Organization: Community Housing and Shelter Services

ATTN: Kimberly Hays, Interim Executive Director

P.O. Box 881

Modesto, CA 95354

- 14.9 **Governing Law and Venue.** This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.
- 14.10 **Authorization.** The Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

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

#### **COUNTY OF STANISLAUS**

By:

Angela Freitas, Director Planning and Community Development

"County"

APPROVED AS TO FORM:

Thomas E. Boze
Deputy County Counsel

COMMUNITY HOUSING AND SHELTER SERVICES

Ву

Kimberly Hays
Interim Executive Director

"Organization"

# Stanislaus

#### **EXHIBIT A** Stanislaus County

# Emergency Solutions Grant (ESG) For Fiscal Year 2014-2015

Α.	Project Summary Page
A-1	Project Title: Homeless Management Information Systems Data Entry Program
	Total Awarded: \$ 15,000
	Street Outreach \$ Shelter \$
	☐ HP/RR \$
A-2	Agency: Community Housing & Shelter Services
	Agency Address: 936 McHenry Avenue, #131, Modesto, CA 95350
	Phone: (209)527-0444 Fax: (209)575-9818
A-3	Contact Name: Romelia Wiley Title: Project Manager
	Contact Address (if different than above):
	Contact e-mail address: chssrwiley@gmail.com
	Contact Phone: (209)527-0444 Fax: (209)575-9818
<b>A-4</b>	Agency Type (check all that apply):
	☑ Non-Profit ☐ For-Profit ☐ Government ☐ Faith-Based ☐ Institution of Higher Education
	Incorporated year: 1981 501(c)(3) - Yes Tax ID number:
	DUNS Number (9 digit No.): 835658782
A-5	Number of unduplicated persons to be served by this project:(I)1
A-6	Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):
	-Improved data entry accuracy -Increased number of HMIS users -Improved HMIS data entry process
<b>A-</b> 7	Summarized Project Description:
	This project will involve HMIS data entry, running of HMIS reports, completing data analysis, providing training to other HMIS users and conducting outreach and engagement to encourage HMIS participation. This overall goal of this HMIS program is to improve HMIS data quality and participation and to create one new job within the Stanislaus Urban County. This funding will also be used to purchase HMIS user licenses if necessary. The data technician placed in this position will rotate sites, performing data entry and other various HMIS tasks as needed.

#### **EXHIBIT B**

#### ESG FY 14-15 Allocation & Project Budget

Agency:	CHSS
Project:	HMIS Program
Date:	R-May-14

#### BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:

FY 2014-2015 Recommended Award based off of scoring criteria and funding availability.

Target number of unduplicated individuals is 1 individual.

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	VCH :	
Essential Service	8	
Salaries: (total from Exhibit C)	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary):	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
Subtolals	\$0.00	\$0.00
EMERGENCYSHE	LTER	
Essential Service	8	
Salaries : (total from Exhibit C)	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary);	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
Subjetel	\$0.00	\$0.00
Operational Cost		
Rent:	\$0.00	\$0.00
Utfilies:	\$0.00	\$0.00
Maintenance (General)	\$0.00	\$0.00
Other (specify Liability Insurance):	\$0.00	\$0.00
Other: (Cleaning Supplies, Office, Telephone)	\$0.00	\$0.0
	\$0.00	\$0.00
Rennovation		
Conversion	\$0.00	\$0.0
Major Rehabilitation	\$0.00	\$0.0
Renovation	\$0.00	\$0,0
Subfotelr	\$0.00	\$0.00
HOMELESS PREVENTION/RAI	PID RE-HOUSIN	JG
Essential Service	5	
Salaries : (total from Exhibit C)	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary):	\$0.00	\$0.00
Transportation	60.00	
	\$0.00	\$0.00
Subtotal	\$0.00	
	\$0.00	
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Subtotal:  Financial Assistance  Rental Application Fees:  Security Deposits:	\$0.00 Costs	<b>\$0</b> ,00
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Subtotal:  Financial Assistance  Rental Application Fees: Security Deposits: Last Month's Rent: Utility Deposits: Utility Payments: Moving Costs: Services Costs: Short-term Rental Assistance (0-3 mos.):	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Subtotal:  Financial Assistance  Rental Application Fees: Security Deposits: Last Month's Rent: Utility Deposits: Utility Payments: Moving Costs: Services Costs: Short-term Rental Assistance (0-3 mos.): Medium-term Rental Assistance (4-24 mos.):	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
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Subtotal:  Financial Assistance  Rental Application Fees: Security Deposits: Last Month's Rent: Utility Deposits: Utility Payments: Moving Costs: Services Costs: Short-term Rental Assistance (0-3 mos.): Medium-term Rental Assistance (4-24 mos.): Subtotal:  Essential Service Salaries: (total from Exhibit C)	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Subtotal:  Financial Assistance  Rental Application Fees: Security Deposits: Last Month's Rent: Utility Deposits: Utility Payments: Moving Costs: Services Costs: Short-term Rental Assistance (0-3 mos.): Medium-term Rental Assistance (4-24 mos.): Subtotal:  Essential Service Salaries: (total from Exhibit C) Benefits/Taxes (capped at 20% of salary):	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Subtotal:  Financial Assistance  Rental Application Fees: Security Deposits: Last Month's Rent: Utility Deposits: Utility Payments: Moving Costs: Services Costs: Services Costs: Short-term Rental Assistance (0-3 mos.): Medium-term Rental Assistance (4-24 mos.): Subtotal:  Essential Service Salaries: (total from Exhibit C) Benefits/Taxes (capped at 20% of salary): Subtotal:	\$0.00 Costs \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00
Financial Assistance Rental Application Fees: Security Deposits: Last Month's Rent: Utility Deposits: Utility Payments: Moving Costs: Services Costs: Services Costs: Short-term Rental Assistance (0-3 mos.): Medium-term Rental Assistance (4-24 mos.): Subtotal:  Salarios: (total from Exhibit C) Benefits/Taxes (capped at 20% of salary): Subtotal: Other Costs	\$0.00 \$0.00	\$0.00 \$0.00
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Subtotal:  Financial Assistance  Rental Application Fees: Security Deposits: Last Month's Rent: Utility Deposits: Utility Payments: Moving Costs: Services Costs: Short-term Rental Assistance (0-3 mos.): Medium-term Rental Assistance (4-24 mos.): Subtotal:  HMIS: Essential Service Salaries: (total from Exhibit C) Benefits/Taxes (capped at 20% of salary): Subtotal: Other Costa Security: Fees:	\$0.00 Costs \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$23,415.00 \$4,683.00 \$28,098.00	\$0.00 \$0.00
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Subtotal:  Financial Assistance  Rental Application Fees: Security Deposits: Last Month's Rent: Utility Deposits: Utility Payments: Moving Costs: Services Costs: Short-term Rental Assistance (0-3 mos.): Medium-term Rental Assistance (4-24 mos.): Subtotal:  Essential Service Salaries: (total from Exhibit C) Benefits/Texes (capped at 20% of salary): Subtotal: Other Costa Security: Fees: In-Kind Food Donations: In-Kind Volunteer Hours:	\$0.00 Costs \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$12,500.00 \$2,500.00 \$15,000.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00
Subtotal:  Financial Assistance  Rental Application Fees: Security Deposits: Last Month's Rent: Utility Deposits: Utility Payments: Moving Costs: Services Costs: Short-term Rental Assistance (0-3 mos.): Medium-term Rental Assistance (4-24 mos.): Subtotal:  Essential Service Salaries: (total from Exhibit C) Benefits/Taxes (capped at 20% of salary): Subtotal: Other Costa Security: Fees: In-Kind Food Donations: In-Kind Volunteer Hours:	\$0.00 Costs \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$12,500.00 \$2,500.00 \$0.00 \$0.00 \$0.00 \$15,000.00

Signature Project Director or Authorized Person is required

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

Signature of Stanislatus County CDBG Official

Board of Supervisors #2014-165 April 8, 2014

#### **ESG AGREEMENT**

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Emergency Solutions Grant ("ESG") Program (hereinafter referred to as "County") and the FAMILY PROMISE OF GREATER MODESTO (hereinafter referred to as "Organization") on July 1, 2014.

#### WITNESSETH

WHEREAS, County has received an Emergency Solutions Grant ("ESG") from the Department of Housing and Urban Development ("HUD") under subtitle B of title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11371–11378), as amended (24 CFR 576); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such an Emergency Solutions Program; and

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

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

#### 1. SCOPE OF SERVICE.

- 1.1 **General Scope.** Organization shall provide services under its Shelter for Homeless Families Program, as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.
- 1.2 **Term.** The services of Organization are to commence on July 1, 2014, and end on June 30, 2016, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

#### 2. <u>COMPENSATION.</u>

- 2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$17,000 in ESG grant funds (\$9,000 allocated for shelter activities and \$8,000 allocated for HPRP Activities) for Fiscal Year 2014-2015, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.
- 2.2 Quarterly Draws. All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) Organization must request a first draw by September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2014; and (4) A fourth and final draw by June 30, 2014. All complete draw requests must be received before June 30, 2014.
- 2.3 **Certification of Expenses.** In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this FY 2014-2015 Stanislaus County ESG Grant Agreement

Agreement. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15 of each Fiscal Year, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

- 2.4 **Authorized Personnel.** Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requisitions for draws pursuant to this Agreement.
- 2.5 **Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner ( $2^{nd}$  quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.
- Salaries. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week. Fringe benefits, which includes taxes and insurance costs paid by the agency 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 agency. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.
- 2.7 **Financial Assistance Draws.** Grant fund draws associated with financial assistance, as defined within ESG, may be dispersed upon request provided: (1) The request exceeds the amount of \$250.00; (2) The following verification has been obtained by Organization: (a) Verification that the program participant has been income qualified; (b) Verification that the program participant has a lease or rental agreement in their name; (c) Verification that the unit meets the standards set forth within Section 5 of this contract; (d) Verification that the financial assistance amount to be paid is actually owed; (e) Any other verification determined to be necessary by County. (3) All financial assistance draws dispersed to Organization shall be dispersed directly to the third party representing the entity to which the payment is owed. Where third party is defined as the entity to which money is due, such as the utility company or landlord. (4) All requests for financial assistance draws will be reviewed and paid out, provided all the required verification has been obtained, within a maximum of 7 working days. (a) Complete financial assistance requests for payment received prior to 12 noon on Tuesday will be paid out the following Friday. (b) Complete financial assistance requests for payment received after 12 noon on Tuesday will be paid out the following Tuesday.
- 2.8 **Match Funding.** The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in 24 CFR § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third-party, Non-cash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.

#### 3. <u>USE OF FUNDS.</u>

- General Use of Funds. Use of funds received pursuant to this Agreement shall be utilized for eligible activities as described within subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371–11378), the 2009 HEARTH Act, 24 CFR Part 576, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs, and other regulations governing the Emergency Solutions Grant Program, including any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit homeless persons or persons at-risk of homelessness (as defined within the desk guide).
- 3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.
- 3.3 In-eligible Uses of Funds. The following uses are not eligible for ESG funds: (1) Funds issued directly to program participants. All ESG financial assistance funds shall be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants; (2) Motel and hotel vouchers may not be provided for program participants for more than 30 days and may only be provided if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by the program participants; (3) ESG funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing.
- 3.4 **Program Income.** Program income shall be handled in the manor described within the Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in ESG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.
- 3.5 **Limit on Length of Assistance.** (1) Homeless Prevention and Rapid Re-housing program participants may receive up to 12 months of rental assistance and housing relocation and stabilization services. This assistance may be extended if the program participant's housing plan has been followed and the case manager determines that additional months of assistance are required for the participant to overcome additional barriers to housing. In no case can HPRP assistance exceed 24 months during any 3-year period. (2) Shelter services must establish limits on the length of assistance within their program policies.

#### 4. **PROGRAM PARTICIPANT ELIGIBILITY.**

- 4.1 **General Eligibility.** Eligibility of program participants shall be evaluated prior to ESG program entry with an initial consultation conducted by Organization to determine if they meet the following criteria: (1) Household, which is defined as all persons that will be living in the home to be subsidized with ESG funds, must be at or below 30 percent of Area Median Income (AMI); (2) The household must be homeless or at-risk of homelessness, as defined by 24 CFR 276. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 4.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into ESG. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.
- 4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.
- 4.4 **Eligible Stanislaus Urban County Areas.** Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 276, are considered to be Urban County residents.
- 4.5 **Centralized or Coordinated Assessment System.** Grantees are required to use a centralized or coordinated system to initially assess the eligibility and needs of each individual or family who seeks homeless assistance or homelessness prevention assistance. This would be developed and implemented by the Continuum of Care in accordance with minimum requirements to be established by HUD.
- 4.6 **Re-certifying Eligibility.** Organization agrees to evaluate and certify the eligibility of homeless prevention program participants at least once every 3 months during program enrollment and of homeless program participants once every 12 months during program enrollment.
- 4.7 **Program Participant Responsibilities.** Standards for determining the share of rent and utilities costs that each program participant is responsible to pay, if any, while receiving homelessness prevention or rapid rehousing assistance is as follows: (1) If at intake a client is determined to have cashincome or benefits, their rental assistance shall decrease by 10% every month. If a case manager determines that barriers exist that would make this requirement an obstacle to stable permanent housing at program exit, then this requirement may be waived. Barriers shall be documented in client file and must be consistent with CoC established barriers; (2) Debt to income ratio limits include: 35% income to

housing ratio; and a 45% total monthly debt to income ratio. If a case manager creates a housing plan that includes a plan for getting a program participant's debt to income ratio to these levels, then this requirement may be waived. This shall be documented in the client's Housing Plan and signed by the client.

- 4.8 Collaboration, Coordination and Resource and Referral Services. All CDBG Public Services and ESG grantees must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider.
- 4.9 Coordination with Continuum(s) of Care and other programs. The recipient and its sub-recipients must document their compliance with the requirements of 24 CFR § 576.400 for consulting with the Continuum of Care (CoC) and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs (see Section III (8)(e) of this document for details on the CoC meetings). The recipient must keep records of the participation in HMIS or a comparable database by all projects of the recipient and its sub-recipients.
- 4.10 **ESG Sub-committee.** All ESG grantees must attend the ESG Sub-committee, which meets once every other month, after the general CoC meeting. ESG recipients must attend this sub-committee meeting to ensure standardized coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers.

#### 5. <u>RESTRICTIONS RELATED TO RENTAL UNITS.</u>

- 5.1 **Lead Poisoning Prevention Act**. Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R shall apply to housing occupied by families receiving homeless prevention and rapid re-housing assistance through the ESG program.
- Habitability Standards. Units receiving ESG assistance must pass a minimum threshold of habitability, including lead-based paint. Renovations completed with ESG funds must also meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant already resides may be inspected, by the Agency, according to the habitability standards required for the Housing Choice Voucher program. ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant will be moving shall be inspected, by the County, according to the habitability standards required for the Housing Choice Voucher program: (1) Organization shall notify the County when such an inspection is required. (2) Organization shall give County 48 hours notice of said inspection need. (3) Organization shall be charged a fee for said inspection at an hourly rate of \$58.23, subject to change upon written notification from the County. (a) Inspection fee will be automatically drawn from Organization's dedicated Rental Assistance grant fund. (b) An inspection sheet, indicating whether the unit passed or failed, will be provided to Organization within 24 hours of the inspection completion. (4) Agency is responsible for ensuring landlords are aware of and prepared for the habitability inspections. (5) Units requiring an inspection shall be inspected on an annual basis for the duration of time the unit is receiving ESG assistance, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (5) If a unit has a change of tenancy and the new tenant is to receive ESG Financial Assistance for the unit, Organization shall have the unit re-inspected, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (6) Organization shall keep a record of inspections for units receiving ESG funding.

- 5.3 **Lease Agreement.** Organization agrees to verify a lease agreement exists in the program participant's name prior to any disbursement of ESG funds to the appropriate third party.
- Rent Reasonableness and Fair Market Rent Assessments. Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888.111-888.115, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507. (1) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.
- 5.5 **Rental Unit General Requirements.** Best efforts must be made to ensure that units receiving ESG assistance are legal dwellings and are not in the process of foreclosure.
- 5.6 Use with Other Subsidies. Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance, or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URA payments.

#### 6. RESTRICTIONS RELATED TO SHELTER FACILITIES.

- Shelter and Housing Standards. The revised standards for emergency shelters require all shelters to meet minimum habitability standards adopted from the SHP regulations and current Emergency Solutions Grant guidance. Shelters renovated with ESG funds are also required to meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. The records must include documentation of compliance with the shelter and housing standards in 24 CFR § 576.403, including inspection reports.
- 6.2 Accessibility. A recipient shall operate each existing program or activity receiving federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. Grantees are also required to provide reasonable accommodations for persons with disabilities in order to enable program participants with a disability to have an equal opportunity to participate in the program or activity. Grantees that undertake alterations to shelters may be subject to additional accessibility requirements in accordance with 24 CFR part 8.
- 6.3 Shelter Rehab Activities.(1) If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation; (2) If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion; (3) In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of three (3) years after the date the building is first occupied by a homeless individual or family after the completed renovation; any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

- 6.4 Minimum standards for emergency shelter renovation, conversion or rehab. Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards as described in 24 CFR § 576.403.
- 6.5 **Prohibition against involuntary family separation**. The age, of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses Emergency Solutions Grant (ESG) funding or services and provides shelter to families with children under age 18.
- 6.6 **Essential Shelter Services.** In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long as the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area. To the extent possible, sub-grantees shall assess, prioritize, and reassess individuals' and families' needs for case management and resource and referral services.
- 6.7 **Lead Poisoning Prevention Act.** Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R.

### 7. <u>DOCUMENTATION, DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.</u>

- 7.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 7.2 **Quarterly Reports.** Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of ESG, including an estimate of the number of jobs created and/or retained by ESG funds as well as any other information that is requested.
- 7.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of ESG during or after the completion of the program.
- 7.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).
- 7.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide

such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with ESG funds in the quarterly report to be provided to County.

- General Records. Records must be kept in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Organization will 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. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.
- 7.7 **Privacy Procedures.** The Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.
- 7.8 **Audit Provision.** Organization agrees to provide to County at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of ESG Grant Funds for Fiscal Year 2012-2013 to be delivered to County by September 30, 2014 and for Fiscal Year 2013-2014 to be delivered to County by December 30, 2012.
- 7.9 **HMIS.** Organization shall participate in a local Homeless Management Information System ("HMIS") and to collect and report program participant-level information. (1) Domestic Violence providers may report on a HMIS comparable database to meet the standards set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule.

#### 8. <u>UNIFORM ADMINISTRATIVE REQUIREMENTS.</u>

- 8.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations".
- Reasonable Grant Costs. The County reserves the right to determine whether or not a request for ESG 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 organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.

8.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for ESG grant fund reimbursement is allocable. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

#### 9. HOLD HARMLESS AND INDEMNITY AGREEMENT.

- 9.1 General Indemnification. Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.
- 9.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

#### 10. NON-DISCRIMINATION & EQUAL OPPORTUNITY

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

- (4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.
- 10.2 Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.
- 10.3 **Section 3 Compliance.** Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.
- 10.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.
- 10.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).
- 10.6 **Displacement, Relocation, Acquisition & Replacement of Housing.** Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.
- 10.7 **Eligibility Restrictions**. Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

#### 11. CONFLICTS OF INTEREST.

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

- 11.2 Conflict of Interest. Organization shall comply with 24 CFR 84.42, which prohibits any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- 11.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 11.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

#### 12. <u>DRUG-FREE WORK PLACE.</u>

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

#### 13. TERMINATION OF SERVICES & REVERSION OF ASSETS.

13.1 Denial, Discharge, or Termination of Client Services. The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

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

#### 14. GENERAL TERMS AND CONDITIONS.

- 14.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- 14.2 **Other program requirements.** Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 14.3 **Assignment.** Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.
- 14.4 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

- 14.5 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
- 14.6 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 14.7 **Integration**. This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.
- 14.8 **Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Organization or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County:

County of Stanislaus

Department of Planning and Community Development Attention: Angela Freitas, Director, ESG Program

1010 Tenth Street, Suite 3400

Modesto, CA 95354

To Organization:

Family Promise of Greater Modesto

ATTN: Tamara Losinski, Executive Director

2301 Woodland Ave. Modesto, CA 95358

- 14.9 **Governing Law and Venue.** This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.
- 14.10 **Authorization.** The Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

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

#### **COUNTY OF STANISLAUS**

FAMILY PROMISE OF GREATER MODESTO

"Organization"

Tamara Losinski

**Executive Director** 

By:

Angela Freitas, Director Planning and Community Development

"County"

APPROVED AS TO FORM:

Thomas E. Boze

Deputy County Counsel



### **EXHIBIT A** Stanislaus County

# Emergency Solutions Grant (ESG) For Fiscal Year 2014-2015

Α.	Project Summary Page
A-1	Project Title: Shelter Services for Homeless Families
	Total Amount Awarded: \$17,000
	☐ Street Outreach \$ Shelter \$ 9,000
	☐ HP/RR \$_8,000 ☐ HMIS \$
A-2	Agency: Family Promise of Greater Modesto
	Agency Address: 2301 Woodland Avenue, Modesto, CA 95358
	Phone: (209)549-9454 Fax: (209)549-9484
<b>A-3</b>	Contact Name: Tamra Losinski Title: Executive Director
	Contact Address (if different than above):
	Contact e-mail address: families4@sbcglobal.net
	Contact Phone (209)549-9454 Fax: (209)549-9484
<b>A-4</b>	Agency Type (check all that apply):
	☑ Non-Profit ☐ For-Profit ☐ Government ☑ Faith-Based ☐ Institution of Higher Education
	Incorporated year: 2003 501(c)(3) Tax ID number:
	DUNS Number (9 digit No.):023267225
A-5	Number of unduplicated persons to be served by this project: (I)36
A-6	Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):
	-Number of bed nights -Number of children sheltered -Number of families connected to financial resources -Number of families who move into permanent or transitional housing -Number of hot meals provided
<b>A-7</b>	Summarized Project Description:
	Family Promise provides homeless families with a safe shelter where they can stay together during crisis. The program combines shelter with intensive case management which is uniquely focused to each family's needs and goals. The program provides overnight accommodations, a Day Center, showers, laundry facilities, phone and internet access and transportation to and from overnight shelter sites. Case management staff works closely with social service agencies in the community to support family goals and reduce duplication of services. Qualified families will also receive rental assistance to aid in permanent housing stability.

#### **EXHIBIT B**

#### ESG FY 14-15 Allocation & Project Budget

Agency: Family Promise

Project: Shelter for Homeless Families Program
Date: 8-May-14

#### **BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:**

FY 2014-2015 Recommended Award based off of scoring criteria and funding availability.

Target number of unduplicated individuals is 36 individuals.

Salatata Ling (tomase)	Requested	Awarded
STREET OUTRE		
Essential Service		
Salaries : (total from Exhibit C)	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary);	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00
EMERGENCY SHI		
Essential Service		
Salaries : (total from Exhibit C)	\$21,912.00	\$6,000.00
Benefits/Taxes (capped at 20% of salary):	\$4,382.00	\$1,200.00
Transportation	\$2,420.00	\$0.00
Subtotal:	\$28,714.00	\$7,200.00
Operational Cos		W7,200.00
Rent:	\$2,400.00	\$1,000.00
Utilities:	\$1,000.00	\$800.00
Maintenance (General)	\$0.00	\$0.00
Other (specify Liability Insurance):	\$0.00	\$0.00
Other: (Cleaning Supplies, Office, Telephone)	\$0.00	\$0.00
Subtotal:	\$3,400.00	\$1,800.00
Rennovation	40,400.00	\$1,000.00
Conversion	\$0.00	\$0.00
Major Rehabilitation	\$0.00	\$0.00
Renovation	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00
HOMELESS PREVENTION/RA		NG
Essential Servic Salaries : (total from Exhibit C)		***************************************
	\$0.00	\$1,333.00
Benefits/Taxes (capped at 20% of salary);	\$0.00	\$267.00
Transportation	\$0.00	\$0.00
Subtotal:	\$0.00	\$1,600.00
Financial Assistance Rental Application Fees:		#0.00
Security Deposits:	\$0.00	\$0.00 \$2,000.00
Last Month's Rent:	\$0.00	
Utility Deposits:	\$0.00 \$0.00	\$0.00 \$1,000.00
Utility Payments:	**************************************	
Moving Costs:	\$0.00 \$0.00	\$0.00 \$0.00
Services Costs:	\$0.00	\$0.00
Short-term Rental Assistance (0-3 mos.):	\$0.00	\$3,400.00
Medium-term Rental Assistance (4-24 mos.):	\$0.00	\$3,400.00
Subtotal:	\$0.00	\$6,400.00
HMIS	30.00	\$6,400.00
Essential Servic Salaries : (total from Exhibit C)		60.00
	\$360.00	\$0.00 \$0.00
Benefits/Taxes (capped at 20% of salary):	\$72.00	
Subtotal:	\$432.00	\$0.00
Other Costs Security:	65.00	en nn
Fees:	\$0.00 \$0.00	\$0,00
In-Kind Food Donations:		\$0.00
In-Kind Volunteer Hours ;	\$0.00 \$0.00	\$0.00
Subtotal:		\$0.00 \$0.00
	\$0.00	\$0.00
TOTAL:	\$32,546.00	\$17,000.00

Signature of Project Director or Authorized Person Is required

5/27/4014

TO BE COMPLETED BY CDBG MONITORING STAFF:

CDBG Staff Recommendation (Approve or Deny (Circle one)

Signature of Stanislaus County CDBG Official

Date:

. 6/13/14

Board of Supervisors #2014-165 April 8, 2014

#### **ESG AGREEMENT**

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Emergency Solutions Grant ("ESG") Program (hereinafter referred to as "County") and THE SALVATION ARMY (hereinafter referred to as "Organization") on July 1, 2014.

#### WITNESSETH

WHEREAS, County has received an Emergency Solutions Grant ("ESG") from the Department of Housing and Urban Development ("HUD") under subtitle B of title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11371–11378), as amended (24 CFR 576); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such an Emergency Solutions Program; and

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

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

#### 1. SCOPE OF SERVICE.

- 1.1 **General Scope.** Organization shall provide services under its Emergency Shelter Program, as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.
- 1.2 **Term.** The services of Organization are to commence on July 1, 2014, and end on June 30, 2016, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

#### 2. <u>COMPENSATION.</u>

- 2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$18,000 in ESG grant funds (\$18,000 allocated for Shelter activities) for Fiscal Year 2014-2015, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.
- 2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) Organization must request a first draw by September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2014; and (4) A fourth and final draw by June 30, 2014. All complete draw requests must be received before June 30, 2014.
- 2.3 Certification of Expenses. In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all FY 2014-2015 Stanislaus County ESG Grant Agreement

requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15 of each Fiscal Year, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

- 2.4 **Authorized Personnel.** Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requisitions for draws pursuant to this Agreement.
- 2.5 **Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner ( $2^{nd}$  quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.
- Salaries. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour Pay Period. Fringe benefits, which includes taxes and insurance costs paid by the agency 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 agency. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.
- 2.7 **Financial Assistance Draws.** Grant fund draws associated with financial assistance, as defined within ESG, may be dispersed upon request provided: (1) The request exceeds the amount of \$250.00; (2) The following verification has been obtained by Organization: (a) Verification that the program participant has a lease or rental agreement in their name; (c) Verification that the unit meets the standards set forth within Section 5 of this contract; (d) Verification that the financial assistance amount to be paid is actually owed; (e) Any other verification determined to be necessary by County. (3) All financial assistance draws dispersed to Organization shall be dispersed directly to the third party representing the entity to which the payment is owed. Where third party is defined as the entity to which money is due, such as the utility company or landlord. (4) All requests for financial assistance draws will be reviewed and paid out, provided all the required verification has been obtained, within a maximum of 7 working days. (a) Complete financial assistance requests for payment received prior to 12 noon on Tuesday will be paid out the following Friday. (b) Complete financial assistance requests for payment received after 12 noon on Tuesday will be paid out the following Tuesday.
- 2.8 **Match Funding.** The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in 24 CFR § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third-party, Non-cash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.

#### 3. <u>USE OF FUNDS.</u>

- 3.1 General Use of Funds. Use of funds received pursuant to this Agreement shall be utilized for eligible activities as described within subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371–11378), the 2009 HEARTH Act, 24 CFR Part 576, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs, and other regulations governing the Emergency Solutions Grant Program, including any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit homeless persons or persons at-risk of homelessness (as defined within the desk guide).
- 3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.
- 3.3 In-eligible Uses of Funds. The following uses are not eligible for ESG funds: (1) Funds issued directly to program participants. All ESG financial assistance funds shall be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants; (2) Motel and hotel vouchers may not be provided for program participants for more than 30 days and may only be provided if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by the program participants; (3) ESG funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing.
- 3.4 **Program Income.** Program income shall be handled in the manor described within the Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in ESG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.
- 3.5 **Limit on Length of Assistance.** (1) Homeless Prevention and Rapid Re-housing program participants may receive up to 12 months of rental assistance and housing relocation and stabilization services. This assistance may be extended if the program participant's housing plan has been followed and the case manager determines that additional months of assistance are required for the participant to overcome additional barriers to housing. In no case can HPRP assistance exceed 24 months during any 3-year period. (2) Shelter services must establish limits on the length of assistance within their program policies.

#### 4. PROGRAM PARTICIPANT ELIGIBILITY.

- 4.1 General Eligibility. Eligibility of program participants shall be evaluated prior to ESG program entry with an initial consultation conducted by Organization to determine if they meet the following criteria: (1) Household, which is defined as all persons that will be living in the home to be subsidized with ESG funds, must be at or below 30 percent of Area Median Income (AMI); (2) The household must be homeless or at-risk of homelessness, as defined by 24 CFR 276. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 4.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into ESG. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.
- 4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.
- 4.4 Eligible Stanislaus Urban County Areas. Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 276, are considered to be Urban County residents.
- 4.5 **Centralized or Coordinated Assessment System.** Grantees are required to use a centralized or coordinated system to initially assess the eligibility and needs of each individual or family who seeks homeless assistance or homelessness prevention assistance. This would be developed and implemented by the Continuum of Care in accordance with minimum requirements to be established by HUD.
- 4.6 **Re-certifying Eligibility.** Organization agrees to evaluate and certify the eligibility of homeless prevention program participants at least once every 3 months during program enrollment and of homeless program participants once every 12 months during program enrollment.
- 4.7 **Program Participant Responsibilities.** Standards for determining the share of rent and utilities costs that each program participant is responsible to pay, if any, while receiving homelessness prevention or rapid rehousing assistance is as follows: (1) If at intake a client is determined to have cashincome or benefits, their rental assistance shall decrease by 10% every month. If a case manager determines that barriers exist that would make this requirement an obstacle to stable permanent housing at program exit, then this requirement may be waived. Barriers shall be documented in client file and must be consistent with CoC established barriers; (2) Debt to income ratio limits include: 35% income to housing ratio; and a 45% total monthly debt to income ratio. If a case manager creates a housing plan that

includes a plan for getting a program participant's debt to income ratio to these levels, then this requirement may be waived. This shall be documented in the client's Housing Plan and signed by the client.

- 4.8 Collaboration, Coordination and Resource and Referral Services. All CDBG Public Services and ESG grantees must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider.
- 4.9 Coordination with Continuum(s) of Care and other programs. The recipient and its sub-recipients must document their compliance with the requirements of 24 CFR § 576.400 for consulting with the Continuum of Care (CoC) and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs (see Section III (8)(e) of this document for details on the CoC meetings). The recipient must keep records of the participation in HMIS or a comparable database by all projects of the recipient and its sub-recipients.
- 4.10 **ESG Sub-committee.** All ESG grantees must attend the ESG Sub-committee, which meets once every other month, after the general CoC meeting. ESG recipients must attend this sub-committee meeting to ensure standardized coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers.

#### 5. RESTRICTIONS RELATED TO RENTAL UNITS.

- 5.1 Lead Poisoning Prevention Act. Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R shall apply to housing occupied by families receiving homeless prevention and rapid re-housing assistance through the ESG program.
- Habitability Standards. Units receiving ESG assistance must pass a minimum threshold of 5.2 habitability, including lead-based paint. Renovations completed with ESG funds must also meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant already resides may be inspected, by the Agency, according to the habitability standards required for the Housing Choice Voucher program. ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant will be moving shall be inspected, by the County, according to the habitability standards required for the Housing Choice Voucher program: (1) Organization shall notify the County when such an inspection is required. (2) Organization shall give County 48 hours notice of said inspection need. (3) Organization shall be charged a fee for said inspection at an hourly rate of \$58.23, subject to change upon written notification from the County. (a) Inspection fee will be automatically drawn from Organization's dedicated Rental Assistance grant fund. (b) An inspection sheet, indicating whether the unit passed or failed, will be provided to Organization within 24 hours of the inspection completion. (4) Agency is responsible for ensuring landlords are aware of and prepared for the habitability inspections. (5) Units requiring an inspection shall be inspected on an annual basis for the duration of time the unit is receiving ESG assistance, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (5) If a unit has a change of tenancy and the new tenant is to receive ESG Financial Assistance for the unit, Organization shall have the unit re-inspected, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (6) Organization shall keep a record of inspections for units receiving ESG funding.

- 5.3 **Lease Agreement.** Organization agrees to verify a lease agreement exists in the program participant's name prior to any disbursement of ESG funds to the appropriate third party.
- Rent Reasonableness and Fair Market Rent Assessments. Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888.111-888.115, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507. (1) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.
- 5.5 **Rental Unit General Requirements.** Best efforts must be made to ensure that units receiving ESG assistance are legal dwellings and are not in the process of foreclosure.
- 5.6 Use with Other Subsidies. Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance, or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URA payments.

#### 6. RESTRICTIONS RELATED TO SHELTER FACILITIES.

- Shelter and Housing Standards. The revised standards for emergency shelters require all shelters to meet minimum habitability standards adopted from the SHP regulations and current Emergency Solutions Grant guidance. Shelters renovated with ESG funds are also required to meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. The records must include documentation of compliance with the shelter and housing standards in 24 CFR § 576.403, including inspection reports.
- 6.2 Accessibility. A recipient shall operate each existing program or activity receiving federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. Grantees are also required to provide reasonable accommodations for persons with disabilities in order to enable program participants with a disability to have an equal opportunity to participate in the program or activity. Grantees that undertake alterations to shelters may be subject to additional accessibility requirements in accordance with 24 CFR part 8.
- 6.3 Shelter Rehab Activities.(1) If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation; (2) If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion; (3) In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of three (3) years after the date the building is first occupied by a homeless individual or family after the completed renovation; any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

- 6.4 Minimum standards for emergency shelter renovation, conversion or rehab. Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards as described in 24 CFR § 576.403.
- 6.5 **Prohibition against involuntary family separation**. The age, of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses Emergency Solutions Grant (ESG) funding or services and provides shelter to families with children under age 18.
- 6.6 **Essential Shelter Services.** In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long as the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area. To the extent possible, sub-grantees shall assess, prioritize, and reassess individuals' and families' needs for case management and resource and referral services.
- 6.7 **Lead Poisoning Prevention Act.** Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R.

### 7. <u>DOCUMENTATION, DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.</u>

- 7.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 7.2 **Quarterly Reports.** Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of ESG, including an estimate of the number of jobs created and/or retained by ESG funds as well as any other information that is requested.
- 7.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of ESG during or after the completion of the program.
- 7.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).
- 7.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide

such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with ESG funds in the quarterly report to be provided to County.

- General Records. Records must be kept in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Organization will 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. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.
- 7.7 **Privacy Procedures.** The Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.
- 7.8 **Audit Provision.** Organization agrees to provide to County at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of ESG Grant Funds for Fiscal Year 2012-2013 to be delivered to County by September 30, 2014 and for Fiscal Year 2013-2014 to be delivered to County by December 30, 2012.
- 7.9 **HMIS.** Organization shall participate in a local Homeless Management Information System ("HMIS") and to collect and report program participant-level information. (1) Domestic Violence providers may report on a HMIS comparable database to meet the standards set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule.

#### 8. <u>UNIFORM ADMINISTRATIVE REQUIREMENTS.</u>

- 8.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations".
- Reasonable Grant Costs. The County reserves the right to determine whether or not a request for ESG 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 organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.

8.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for ESG grant fund reimbursement is allocable. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

#### 9. HOLD HARMLESS AND INDEMNITY AGREEMENT.

- 9.1 General Indemnification. Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.
- 9.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

#### 10. NON-DISCRIMINATION & EQUAL OPPORTUNITY

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

- (4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.
- 10.2 Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.
- 10.3 Section 3 Compliance. Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.
- 10.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.
- 10.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).
- 10.6 **Displacement, Relocation, Acquisition & Replacement of Housing.** Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.
- 10.7 **Eligibility Restrictions.** Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

#### 11. CONFLICTS OF INTEREST.

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

- conflict of Interest. Organization shall comply with 24 CFR 84.42, which prohibits any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- 11.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 11.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

#### 12. DRUG-FREE WORK PLACE.

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

#### 13. TERMINATION OF SERVICES & REVERSION OF ASSETS.

13.1 Denial, Discharge, or Termination of Client Services. The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

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

#### 14. GENERAL TERMS AND CONDITIONS.

- 14.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- 14.2 **Other program requirements.** Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 14.3 **Assignment.** Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.
- 14.4 Amendment. No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

- 14.5 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
- 14.6 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 14.7 **Integration**. This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.
- 14.8 **Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Organization or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County:

County of Stanislaus

Department of Planning and Community Development Attention: Angela Freitas, Director, ESG Program

1010 Tenth Street, Suite 3400

Modesto, CA 95354

To Organization:

The Salvation Army

Attention: Executive Director 625 I Street (P.O. Box 1663)

Modesto, CA 95354

- 14.9 **Governing Law and Venue.** This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.
- 14.10 Authorization. The Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

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

#### **COUNTY OF STANISLAUS**

Angela Freitas, Director Planning and Community Development

"County"

APPROVED AS TO FORM:

Thomas E. Boze

Deputy County Counsel

THE SALVATION ARMY

"Organization"

# Stanislaus

## EXHIBIT A Stanislaus County

## Emergency Solutions Grant (ESG) For Fiscal Year 2014-2015

Α.	Project Summary Page
A-1	Project Title: Emergency Shelter
	Total Amount Awarded: \$18,000
	☐ Street Outreach \$ Shelter \$ 18,000
	☐ HP/RR \$
A-2	Agency: The Salvation Army
	Agency Address: 625   Street, Modesto, CA 95354
	Phone: 209-522-3209 Fax: 209-522-2033
A-3	Contact Name: Debra Qualls Title: Grant Writer and Administrator
	Contact Address (if different than above):
	Contact e-mail address: debra.qualls@usw.salvationarmy.org
	Contact Phone: 209-522-3209 Fax: 209-522-2033
A-4	Agency Type (check all that apply):
	☑ Non-Profit  ☐ For-Profit  ☐ Government ☑ Faith-Based  ☐ Institution of Higher Education
	Incorporated year: 1949 501(c)(_3): ⊠Yes or □No Tax ID number: 94-1156347
	DUNS Number (9 digit No.): <u>074629460</u>
A-5	Number of unduplicated persons to be served by this project: (I) 327
A-6	Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):
	-Number of participants who receive medical care -Number of participants who receive case management -Number of participants who enter transitional housing

#### **A-7** Summarized Project Description:

The Salvation Army's Emergency Shelter is a cold-weather facility, offering emergency beds for homeless individuals who are unable to find shelter elsewhere. The facility provides up to 100 beds per night to homeless citizens throughout Stanislaus County. The Shelter's target population is adult homeless persons who are over the age of 18 and without dependents. The Emergency Shelter exists to provide a warm, dry, and safe place for homeless persons to sleep each night. The ability to spend the night out of the bitter cold and rain offers hope and health to each homeless person who enters the shelter. The Emergency Shelter offers services to the un-served and underserved at-risk adults with preference to 1) ambulatory physically handicapped and/or 2) 50 years of age and older who is at greater risk being in the night elements, and are unable to access other shelter facilities that are not ADA compatible, and/or need night time machines for their health (i.e. breathing, etc.) and have an emergency need of shelter during the months the Winter Shelter is not in operation. Access to electric outlets is also available to these clients year round. Clients who show stability and a desire for a greater self-determination are eligible to enroll in the Salvation Army's transitional living program, providing an opportunity to move closer towards obtaining permanent housing.



A. Project Summary Page

#### Stanislaus County Emergency Solutions Grant (ESG)

### **Grant Application**

For Fiscal Year 2014-2015

Submittal Reminder
Due: December 13, 2013 by
4:30 pm
(1) Original;
(10) Copies with Ex. A-C, E & R;
(1) Digital Copy with Application
in Word, Ex. A-C in Excel, Ex. E
& R in PDF (See Application
Guidelines for more information)

\* Limit is (1) one grant application submission **per activity** and up to a maximum of (3) three grant application submissions **per agency**. Please fully review the Public Service Grant Application Guidelines prior to starting the application process.

<b>A-1</b> To	Project Title: The Salvation Army Emergency Shelter  otal Amount Requested (should match Budget "Exhibit A"): \$60,000  Street Outreach \$ Shelter \$ 60,000  HP/RR \$ HMIS \$
A-2	Agency Requesting funding: The Salvation Army  Agency Address: 625 I Street, Modesto, CA 95354  Phone: 209-522-3209 Fax: 209-522-2033  Incorporated year: 1914 501(c)(_3): Yes or No Tax ID number:  DUNS Number (9 digit No.): 074629460
A-3	Contact Name: Debra Qualls Title: Grant Writer and Administrator Contact Address (if different than above): Contact e-mail address: debra.qualls@usw.salvationarmy.org Contact Phone: 209-522-3209 Fax: 209-522-2033
A-4	Agency Type (check all that apply):  ☑ Non-Profit ☐ For-Profit ☐ Government ☑ Faith-Based ☐ Institution of Higher Education
A-5	Number of unduplicated persons and households you anticipate serving for this project: (I) 750 (H) 750
A-6	Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):
	We had another successful year at our Emergency Shelter Facility. We served 744 unduplicated individuals resulting in 22,987 nights of lodging. Our shelter services are on a "first come, first served" basis. In October 2013, we completed the 2 <sup>nd</sup> phase of our reconstruction, enlarging the facility and increasing emergency bed numbers to better serve our clients.
<b>A-</b> 7	Summarized Project Description: In the box below, provide a brief description of the proposed project and what it plans to accomplish if funded (Do not increase box size):
	The Salvation Army Modesto Citadel Corps operates the Emergency Shelter for the City of Modesto. The Emergency Shelter is a year round program, offering emergency beds for at-risk homeless individuals who are unable to find shelter elsewhere. Located at 320 Ninth Street, the facility provides up to 116 beds per night to homeless citizens of Modesto a refuge of warmth and safety. The Shelter's target population is adult homeless persons who are over the age of 18 and without dependents. The Emergency Shelter exists to provide a warm, dry, and safe place for homeless persons to sleep each night including access to electric outlets for night time medical machines, charging of motorized chairs, etc, is also available to these clients year round. The Emergency Shelter beds have increased by 16 during our 2 <sup>nd</sup> phase renovation completion in October 2013. Recently, The Salvation Army and The Stanislaus County Sheriff's Department has entered into an agreement to expand our scope of work to the provide up to 5 beds of the new 16 beds and 3 meals daily in a drug free environment for the underserved adult clients of the Sheriff's Department who are either homeless or at risk of being homeless as an option to incarceration to adults released from custody. The year round Emergency Shelter plans to serve 750 unduplicated individuals and 24,000 nights of lodging. For clients who show stability and a desire for a greater self determination are eligible to enroll in our transitional living programs to move towards permanent housing. An onsite dental/optical clinic is offered to emergency shelter clients.

#### **EXHIBIT B**

#### ESG FY 14-15 Allocation & Project Budget

Agency:	the Salvation Army
Project:	Emergency Shelter Program

Date: 8-May-14

#### **BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:**

FY 2014-2015 Recommended Award based off of scoring criteria and funding availability.

Target number of unduplicated individuals is 327 individuals.

Awarded	Requested 🖟 🔻	Line Item (* 2007)
	CH	STREET OUTREA
		Essential Service
\$0.00	\$0.00	Salaries : (total from Exhibit C)
\$0.00	\$0.00	Benefits/Taxes (capped at 20% of salary):
\$0.00	\$0.00	Transportation
\$0.00	\$0.00	Subtotal:
	_TER	EMERGENCY SHE
		Essential Service
\$15,000.00	\$50,000.00	Salaries : (total from Exhibit C)
\$3,000.00	\$10,000.00	Benefits/Taxes (capped at 20% of salary):
\$0.00	\$0.00	Transportation
\$18,000.00	\$60,000.00	Subtotal:
		Operational Costs
\$0.00	\$0.00	Rent:
\$0.00	\$0.00	Utilities:
\$0.00	\$0.00	Maintenance (General)
\$0.00	\$0.00	Other (specify Liability Insurance):
\$0.00	\$0.00	Other: (Cleaning Supplies, Office, Telephone)
\$0.00	\$0,00	Subtotal:
		Rennovation
\$0.00	\$0.00	Conversion
\$0.00	\$0.00	Major Rehabilitation
\$0.00	\$0.00	Renovation
\$0.00	\$0,00	Subtotal:
		HOMELESS PREVENTION/RAI
		Essential Service
\$0.00	\$0.00	Salaries : (total from Exhibit C)
\$0.00	\$0.00	Benefits/Taxes (capped at 20% of salary):
\$0.00	\$0.00	Transportation
\$0.00	\$0.00	Subtotal:
<b>VV.VV</b>		Financial Assistance
\$0.00	\$0.00	Rental Application Fees:
\$0.00	\$0.00	Security Deposits:
\$0.00	\$0.00	Last Month's Rent:
\$0.00	\$0.00	Utility Deposits:
\$0.00	\$0.00	Utility Payments:
\$0.00	\$0.00	Moving Costs:
\$0.00	\$0,00	Services Costs:
\$0.00	\$0.00	Short-term Rental Assistance (0-3 mos.):
\$0.00	\$0.00	Medium-term Rental Assistance (4-24 mos.):
\$0.00	\$0.00	Subtotal:
		HMIS
		Essential Service
\$0.00	\$0.00	Salaries : (total from Exhibit C)
\$0.00	\$0.00	Benefits/Taxes (capped at 20% of salary):
\$0.00	\$0.00	Subtotal:
and the second of the second o	90.00	Other Costs
	grade to the state of the state	Security:
	lon oz	
\$0.00	\$0.00 \$0.00	·
\$0.00 \$0.00	\$0.00	Fees:
\$0.00 \$0.00 \$0.00	\$0.00 \$0.00	Fees: In-Kind Food Donations:
\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00	Fees:

Signature of Project Director or Authorized Person is required

TO BE COMPLETED BY CDBG MONITORING STAFF:

TO BE COMPLETED BY CDBG MONITORING STAFF:

CDBG Staff-Recommendation: Approve or Deny (Circle one)

Signature of Stanislaus County CDBG Official

Date:

Board of Supervisors #2014-165 April 8, 2014

#### ESG AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Emergency Solutions Grant ("ESG") Program (hereinafter referred to as "County") and the WE CARE OF TURLOCK (hereinafter referred to as "Organization") on July 1, 2014.

#### WITNESSETH

WHEREAS, County has received an Emergency Solutions Grant ("ESG") from the Department of Housing and Urban Development ("HUD") under subtitle B of title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11371–11378), as amended (24 CFR 576); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such an Emergency Solutions Program; and

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

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

#### 1. SCOPE OF SERVICE.

- 1.1 **General Scope.** Organization shall provide services under its Rapid Re-Housing Program, as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.
- 1.2 **Term.** The services of Organization are to commence on July 1, 2014, and end on June 30, 2016, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

#### 2. COMPENSATION.

- 2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$29,420 in ESG grant funds (\$29,420 allocated for Rapid Re-Housing activities) for Fiscal Year 2014-2015, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.
- 2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) Organization must request a first draw by September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2015; and (4) A fourth and final draw by June 30, 2015. All complete draw requests must be received before June 30, 2015.
- 2.3 **Certification of Expenses.** In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an FY 2014-2015 Stanislaus County ESG Grant Agreement

original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15 of each Fiscal Year, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

- 2.4 **Authorized Personnel.** Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requisitions for draws pursuant to this Agreement.
- 2.5 **Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner ( $2^{nd}$  quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.
- Salaries. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week. Fringe benefits, which includes taxes and insurance costs paid by the agency 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 agency. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.
- 2.7 **Financial Assistance Draws.** Grant fund draws associated with financial assistance, as defined within ESG, may be dispersed upon request provided: (1) The request exceeds the amount of \$250.00; (2) The following verification has been obtained by Organization: (a) Verification that the program participant has been income qualified; (b) Verification that the program participant has a lease or rental agreement in their name; (c) Verification that the unit meets the standards set forth within Section 5 of this contract; (d) Verification that the financial assistance amount to be paid is actually owed; (e) Any other verification determined to be necessary by County. (3) All financial assistance draws dispersed to Organization shall be dispersed directly to the third party representing the entity to which the payment is owed. Where third party is defined as the entity to which money is due, such as the utility company or landlord. (4) All requests for financial assistance draws will be reviewed and paid out, provided all the required verification has been obtained, within a maximum of 7 working days. (a) Complete financial assistance requests for payment received prior to 12 noon on Tuesday will be paid out the following Friday. (b) Complete financial assistance requests for payment received after 12 noon on Tuesday will be paid out the following Tuesday.
- 2.8 **Match Funding.** The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in 24 CFR § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third-party, Non-cash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.

#### 3. USE OF FUNDS.

- 3.1 General Use of Funds. Use of funds received pursuant to this Agreement shall be utilized for eligible activities as described within subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371–11378), the 2009 HEARTH Act, 24 CFR Part 576, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs, and other regulations governing the Emergency Solutions Grant Program, including any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit homeless persons or persons at-risk of homelessness (as defined within the desk guide).
- 3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.
- 3.3 In-eligible Uses of Funds. The following uses are not eligible for ESG funds: (1) Funds issued directly to program participants. All ESG financial assistance funds shall be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants; (2) Motel and hotel vouchers may not be provided for program participants for more than 30 days and may only be provided if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by the program participants; (3) ESG funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing.
- 3.4 **Program Income.** Program income shall be handled in the manor described within the Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in ESG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.
- 3.5 **Limit on Length of Assistance.** (1) Homeless Prevention and Rapid Re-housing program participants may receive up to 12 months of rental assistance and housing relocation and stabilization services. This assistance may be extended if the program participant's housing plan has been followed and the case manager determines that additional months of assistance are required for the participant to overcome additional barriers to housing. In no case can HPRP assistance exceed 24 months during any 3-year period. (2) Shelter services must establish limits on the length of assistance within their program policies.

#### 4. PROGRAM PARTICIPANT ELIGIBILITY.

- 4.1 **General Eligibility.** Eligibility of program participants shall be evaluated prior to ESG program entry with an initial consultation conducted by Organization to determine if they meet the following criteria: (1) Household, which is defined as all persons that will be living in the home to be subsidized with ESG funds, must be at or below 30 percent of Area Median Income (AMI); (2) The household must be homeless or at-risk of homelessness, as defined by 24 CFR 276. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 4.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into ESG. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.
- 4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.
- 4.4 Eligible Stanislaus Urban County Areas. Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 276, are considered to be Urban County residents.
- 4.5 **Centralized or Coordinated Assessment System.** Grantees are required to use a centralized or coordinated system to initially assess the eligibility and needs of each individual or family who seeks homeless assistance or homelessness prevention assistance. This would be developed and implemented by the Continuum of Care in accordance with minimum requirements to be established by HUD.
- 4.6 **Re-certifying Eligibility.** Organization agrees to evaluate and certify the eligibility of homeless prevention program participants at least once every 3 months during program enrollment and of homeless program participants once every 12 months during program enrollment.
- 4.7 **Program Participant Responsibilities.** Standards for determining the share of rent and utilities costs that each program participant is responsible to pay, if any, while receiving homelessness prevention or rapid rehousing assistance is as follows: (1) If at intake a client is determined to have cashincome or benefits, their rental assistance shall decrease by 10% every month. If a case manager determines that barriers exist that would make this requirement an obstacle to stable permanent housing at program exit, then this requirement may be waived. Barriers shall be documented in client file and must be consistent with CoC established barriers; (2) Debt to income ratio limits include: 35% income to housing ratio; and a 45% total monthly debt to income ratio. If a case manager creates a housing plan that

includes a plan for getting a program participant's debt to income ratio to these levels, then this requirement may be waived. This shall be documented in the client's Housing Plan and signed by the client.

- 4.8 Collaboration, Coordination and Resource and Referral Services. All CDBG Public Services and ESG grantees must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider.
- 4.9 Coordination with Continuum(s) of Care and other programs. The recipient and its sub-recipients must document their compliance with the requirements of 24 CFR § 576.400 for consulting with the Continuum of Care (CoC) and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs (see Section III (8)(e) of this document for details on the CoC meetings). The recipient must keep records of the participation in HMIS or a comparable database by all projects of the recipient and its sub-recipients.
- 4.10 **ESG Sub-committee.** All ESG grantees must attend the ESG Sub-committee, which meets once every other month, after the general CoC meeting. ESG recipients must attend this sub-committee meeting to ensure standardized coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers.

#### 5. <u>RESTRICTIONS RELATED TO RENTAL UNITS.</u>

- 5.1 Lead Poisoning Prevention Act. Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R shall apply to housing occupied by families receiving homeless prevention and rapid re-housing assistance through the ESG program.
- 5.2 Habitability Standards. Units receiving ESG assistance must pass a minimum threshold of habitability, including lead-based paint. Renovations completed with ESG funds must also meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant already resides may be inspected, by the Agency, according to the habitability standards required for the Housing Choice Voucher program. ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant will be moving shall be inspected, by the County, according to the habitability standards required for the Housing Choice Voucher program: (1) Organization shall notify the County when such an inspection is required. (2) Organization shall give County 48 hours notice of said inspection need. (3) Organization shall be charged a fee for said inspection at an hourly rate of \$58.23, subject to change upon written notification from the County. (a) Inspection fee will be automatically drawn from Organization's dedicated Rental Assistance grant fund. (b) An inspection sheet, indicating whether the unit passed or failed, will be provided to Organization within 24 hours of the inspection completion. (4) Agency is responsible for ensuring landlords are aware of and prepared for the habitability inspections. (5) Units requiring an inspection shall be inspected on an annual basis for the duration of time the unit is receiving ESG assistance, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (5) If a unit has a change of tenancy and the new tenant is to receive ESG Financial Assistance for the unit, Organization shall have the unit re-inspected, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (6) Organization shall keep a record of inspections for units receiving ESG funding.

- 5.3 **Lease Agreement.** Organization agrees to verify a lease agreement exists in the program participant's name prior to any disbursement of ESG funds to the appropriate third party.
- Rent Reasonableness and Fair Market Rent Assessments. Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888.111-888.115, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507. (1) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.
- 5.5 **Rental Unit General Requirements.** Best efforts must be made to ensure that units receiving ESG assistance are legal dwellings and are not in the process of foreclosure.
- 5.6 Use with Other Subsidies. Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance, or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URA payments.

#### 6. RESTRICTIONS RELATED TO SHELTER FACILITIES.

- Shelter and Housing Standards. The revised standards for emergency shelters require all shelters to meet minimum habitability standards adopted from the SHP regulations and current Emergency Solutions Grant guidance. Shelters renovated with ESG funds are also required to meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. The records must include documentation of compliance with the shelter and housing standards in 24 CFR § 576.403, including inspection reports.
- 6.2 Accessibility. A recipient shall operate each existing program or activity receiving federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. Grantees are also required to provide reasonable accommodations for persons with disabilities in order to enable program participants with a disability to have an equal opportunity to participate in the program or activity. Grantees that undertake alterations to shelters may be subject to additional accessibility requirements in accordance with 24 CFR part 8.
- 6.3 Shelter Rehab Activities.(1) If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation; (2) If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion; (3) In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of three (3) years after the date the building is first occupied by a homeless individual or family after the completed renovation; any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

- 6.4 Minimum standards for emergency shelter renovation, conversion or rehab. Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards as described in 24 CFR § 576.403.
- 6.5 **Prohibition against involuntary family separation**. The age, of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses Emergency Solutions Grant (ESG) funding or services and provides shelter to families with children under age 18.
- 6.6 **Essential Shelter Services.** In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long as the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area. To the extent possible, sub-grantees shall assess, prioritize, and reassess individuals' and families' needs for case management and resource and referral services.
- 6.7 **Lead Poisoning Prevention Act.** Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R.

### 7. <u>DOCUMENTATION, DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.</u>

- 7.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 7.2 **Quarterly Reports.** Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of ESG, including an estimate of the number of jobs created and/or retained by ESG funds as well as any other information that is requested.
- 7.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of ESG during or after the completion of the program.
- 7.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).
- 7.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide

such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with ESG funds in the quarterly report to be provided to County.

- General Records. Records must be kept in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Organization will 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. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.
- 7.7 **Privacy Procedures.** The Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.
- 7.8 **Audit Provision.** Organization agrees to provide to County at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of ESG Grant Funds for Fiscal Year 2012-2013 to be delivered to County by September 30, 2014 and for Fiscal Year 2013-2014 to be delivered to County by December 30, 2012.
- 7.9 **HMIS.** Organization shall participate in a local Homeless Management Information System ("HMIS") and to collect and report program participant-level information. (1) Domestic Violence providers may report on a HMIS comparable database to meet the standards set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule.

#### 8. <u>UNIFORM ADMINISTRATIVE REQUIREMENTS.</u>

- 8.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations".
- Reasonable Grant Costs. The County reserves the right to determine whether or not a request for ESG 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 organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.

Allocable Grant Costs. The County reserves the right to determine whether or not a request for ESG grant fund reimbursement is allocable. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

#### 9. HOLD HARMLESS AND INDEMNITY AGREEMENT.

- 9.1 General Indemnification. Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.
- 9.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

#### 10. NON-DISCRIMINATION & EQUAL OPPORTUNITY

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

- (4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.
- 10.2 **Equal Participation of Religious Organizations.** Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religious belief.
- 10.3 **Section 3 Compliance.** Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.
- 10.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.
- 10.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).
- 10.6 **Displacement, Relocation, Acquisition & Replacement of Housing**. Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.
- 10.7 **Eligibility Restrictions.** Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

#### 11. CONFLICTS OF INTEREST.

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

- 11.2 **Conflict of Interest.** Organization shall comply with 24 CFR 84.42, which prohibits any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- 11.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 11.4 **Campaign Contribution Disclosure.** Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

#### 12. <u>DRUG-FREE WORK PLACE.</u>

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

#### 13. TERMINATION OF SERVICES & REVERSION OF ASSETS.

Denial, Discharge, or Termination of Client Services. The denial, discharge or 13.1 termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

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

#### 14. GENERAL TERMS AND CONDITIONS.

- 14.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- 14.2 Other program requirements. Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 14.3 **Assignment.** Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.
- 14.4 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

- 14.5 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
- 14.6 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 14.7 **Integration.** This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.
- 14.8 **Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Organization or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County:

County of Stanislaus

Department of Planning and Community Development Attention: Angela Freitas, Director, ESG Program

1010 Tenth Street, Suite 3400

Modesto, CA 95354

To Organization:

We Care of Turlock

Attention: Maris Sturdevant, Treasurer of the Board

P.O. Box 1291 Turlock, CA 95381

- 14.9 **Governing Law and Venue.** This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.
- 14.10 Authorization. The Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

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

#### **COUNTY OF STANISLAUS**

WE CARE OF TURLOCK

Maris Sturdevant

Treasurer of the Board

By: Maris Sturteward

"Organization"

Bv:

Angela Freitas, Director Planning and Community Development

"County"

APPROVED AS TO FORM:

Thomas E. Boze

Deputy County Counsel



### **EXHIBIT A** Stanislaus County

# Emergency Solutions Grant (ESG) For Fiscal Year 2014-2015

Α.	Project Summary Page					
A-1	A-1 Project Title: Rapid Re-housing Program					
	Total Amount Awarded: \$ 29,420.00					
	Street Outreach \$ Shelter \$					
	☐ HP/RR \$_29,420.00 ☐ HMIS \$					
	Total Project Cost <u>\$43,979.00</u>					
A-2	Agency: We Care Program - Turlock					
	Agency Address: P.O. Box 1291 Turlock, CA 95381					
	Phone: (209) 664-2003 Fax: (209) 664-2003					
A-3	Contact Name: Maris Sturdevant Title: Board Member					
	Contact Address (if different than above):					
	Contact e-mail address: mjsturdy@aol.com					
	Contact Phone: (209) 664-2003 Fax: (209) 664-2003					
<b>A-4</b>	Agency Type (check all that apply):					
	☑ Non-Profit ☐ For-Profit ☐ Government ☐ Faith-Based ☐ Institution of Higher Education					
	Incorporated year: 2003 501(c)(3 ) Tax ID number:					
	DUNS Number (9 digit No.): 179569772					
A-5	Number of unduplicated persons to be served by this project:(I)5					
A-6	Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):					
	-Program success is measured by the number of individuals who are sustainably housed -Number of participants who increase their income					
<b>A-7</b>	Summarized Project Description:					
	The We Care Rapid Re-housing Program provides services for homeless individuals and families without children over the age of 18 who fall at or below 30% of the area median income. This project will assist 4 homeless individuals and families with housing search and placement, rental application fees, rental and utility assistance, rental and utility deposits, case management, referrals, and support services. Referrals to Alliance Worknet will be provided to unemployed or underemployed program participants. Project participants receive a housing plan created specifically to meet their individual housing needs and goals. A case manager meets with program participants at least once a month in their home to assess their housing plan progress. The goal of the program is to move individuals and families that are homeless through the transition into a permanent, sustainable, housing situation.					

#### ESG FY 14-15 Allocation & Project Budget

Agency: We Care of Turlock

Project: Rapid Re-Housing Program

Date: 8-May-14

#### **BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:**

FY 2014-2015 Recommended Award based off of scoring criteria and funding availability. Target number of unduplicated individuals is 5 individuals.

une len	The second second second	
	Requested	Awarded
STREET OUTREA		
Essential Service		·
Salaries : (total from Exhibit C)	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary):	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00
EMERGENCY SHE		
Essential Service		
Salaries : (total from Exhibit C)	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary):	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00
Operational Cost	S	
Rent:	\$0.00	\$0.00
Utilities:	\$0.00	\$0.00
Maintenance (General)	\$0.00	\$0.00
Other (specify Liability Insurance):	\$0.00	\$0.00
Other: (Cleaning Supplies, Office, Telephone)	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00
Rennovation		
Conversion	\$0.00	\$0.00
Major Rehabilitation	\$0.00	\$0.00
Renovation	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00
HOMELESS PREVENTION/RAI	PID RE-HOUSING	
Essential Service		
Salaries : (total from Exhibit C)	\$4,800.00	\$5,000.00
Benefits/Taxes (capped at 20% of salary):	\$720.00	\$884.00
Transportation	\$0.00	\$0.00
Subtotal:	\$5,520.00	\$5,884.00
Financial Assistance		70,001.00
Inspection Fees:	\$200.00	\$300.00
Security Deposits:	\$3,000.00	\$3,800.00
Last Month's Rent:	\$1,000.00	\$0.00
Utility Deposits:	\$1,200.00	\$1,436.00
Utility Payments:	\$0.00	\$0.00
Moving Costs:	\$0.00	\$0.00
Services Costs:	\$0.00	\$0.00
Short-term Rental Assistance (0-3 mos.):	\$3,500.00	\$3,000.00
Medium-term Rental Assistance (4-24 mos.):	\$15,000.00	\$15,000.00
Subtotal:	\$23,900.00	\$23,536.00
HMIS		
Essential Service	and the second of the office of the control of the	
Salaries : (total from Exhibit C)	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary):	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00
Other Costs	\$U.UU	\$U.UU
Security:	\$0.00	\$0.00
Fees:	\$0.00	\$0.00
In-Kind Food Donations:	\$0.00	\$0.00
In-Kind Volunteer Hours:	\$0.00	\$0.00
Subtotal:	\$0.00	
TOTAL:		\$0.00
	\$29,420.00	\$29,420.00

Signature of Project Director or Authorized Person is required

TO BE COMPLETED BY CDBG MONITORING STAFF:
BG Staff Recommendation: (Approve or Deny (Circle one) CDBG Staff Recommendation: Signature of Stanislaus County CDBG Official

Board of Supervisors #2014-165 April 8, 2014

#### **ESG AGREEMENT**

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Emergency Solutions Grant ("ESG") Program (hereinafter referred to as "County") and the WE CARE OF TURLOCK (hereinafter referred to as "Organization") on July 1, 2014.

#### WITNESSETH

WHEREAS, County has received an Emergency Solutions Grant ("ESG") from the Department of Housing and Urban Development ("HUD") under subtitle B of title IV of the Stewart B. McKinney Homeless Assistance Act (42 U.S.C. 11371–11378), as amended (24 CFR 576); and

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such an Emergency Solutions Program; and

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

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

#### 1. <u>SCOPE OF SERVICE.</u>

- 1.1 **General Scope.** Organization shall provide services under its Emergency Winter Shelter Project, as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.
- 1.2 **Term.** The services of Organization are to commence on July 1, 2014, and end on June 30, 2016, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

#### 2. COMPENSATION.

- 2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$16,500 in ESG grant funds (\$16,500 allocated for shelter activities) for Fiscal Year 2014-2015, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.
- 2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) Organization must request a first draw by September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2015; and (4) A fourth and final draw by June 30, 2014. All complete draw requests must be received before June 30, 2015.
- 2.3 **Certification of Expenses.** In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all FY 2014-2015 Stanislaus County ESG Grant Agreement

requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15 of each Fiscal Year, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

- 2.4 **Authorized Personnel.** Person executing this agreement on behalf of Organization shall notify County in writing of all authorized personnel who shall be empowered to file requisitions for draws pursuant to this Agreement.
- 2.5 **Reallocation of Grant Funds.** If at the end of the second quarter, which commences on December 15 of each Fiscal Year, a funded agency that has been unable to spend down funds or meet their goal for numbers served in a timely manner ( $2^{nd}$  quarter goal = 50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.
- Salaries. Time sheets will be required to document expenses for staff and allowable time should be adjusted by the staff percentages of time allocated on the project as listed in the application. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 80 hour work week. Fringe benefits, which includes taxes and insurance costs paid by the agency 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 agency. Overtime or bonuses are not allowable expenses. Expenses related to travel are ineligible, except where gas costs have been incurred directly related to implementation of program activities.
- 2.7 **Financial Assistance Draws.** Grant fund draws associated with financial assistance, as defined within ESG, may be dispersed upon request provided: (1) The request exceeds the amount of \$250.00; (2) The following verification has been obtained by Organization: (a) Verification that the program participant has been income qualified; (b) Verification that the program participant has a lease or rental agreement in their name; (c) Verification that the unit meets the standards set forth within Section 5 of this contract; (d) Verification that the financial assistance amount to be paid is actually owed; (e) Any other verification determined to be necessary by County. (3) All financial assistance draws dispersed to Organization shall be dispersed directly to the third party representing the entity to which the payment is owed. Where third party is defined as the entity to which money is due, such as the utility company or landlord. (4) All requests for financial assistance draws will be reviewed and paid out, provided all the required verification has been obtained, within a maximum of 7 working days. (a) Complete financial assistance requests for payment received prior to 12 noon on Tuesday will be paid out the following Friday. (b) Complete financial assistance requests for payment received after 12 noon on Tuesday will be paid out the following Tuesday.
- 2.8 **Match Funding.** The recipient must keep records of the source and use of contributions made to satisfy the matching requirement in 24 CFR § 576.201. The records must indicate the particular fiscal year grant for which each matching contribution is counted. The records must show how the value placed on third-party, Non-cash contributions was derived. To the extent feasible, volunteer services must be supported by the same methods that the organization uses to support the allocation of regular personnel costs.

#### 3. <u>USE OF FUNDS.</u>

- 3.1 General Use of Funds. Use of funds received pursuant to this Agreement shall be utilized for eligible activities as described within subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371–11378), the 2009 HEARTH Act, 24 CFR Part 576, the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs, and other regulations governing the Emergency Solutions Grant Program, including any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit homeless persons or persons at-risk of homelessness (as defined within the desk guide).
- 3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.
- 3.3 In-eligible Uses of Funds. The following uses are not eligible for ESG funds: (1) Funds issued directly to program participants. All ESG financial assistance funds shall be issued directly to the appropriate third party, such as the landlord or utility company, and in no case are funds eligible to be issued directly to program participants; (2) Motel and hotel vouchers may not be provided for program participants for more than 30 days and may only be provided if no appropriate shelter beds are available and subsequent rental housing has been identified but is not immediately available for move-in by the program participants; (3) ESG funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing.
- 3.4 **Program Income.** Program income shall be handled in the manor described within the Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Any program income derived from the project, if any, shall be re-distributed to be used for grant related costs that benefit program participants *or* to County for redistribution in ESG. (1) Fees collected from any client for participation in the program shall be considered program income and must be used for the benefit of the client for like program costs; (2) Rental or utility deposits paid to a third party on behalf of the program participant shall not be considered program income. Such deposits shall, upon termination of the service or exit of unit, be returned to the grantee for use of a like activity. Such funds shall be tracked separately and reported to the County during quarterly monitoring.
- 3.5 **Limit on Length of Assistance.** (1) Homeless Prevention and Rapid Re-housing program participants may receive up to 12 months of rental assistance and housing relocation and stabilization services. This assistance may be extended if the program participant's housing plan has been followed and the case manager determines that additional months of assistance are required for the participant to overcome additional barriers to housing. In no case can HPRP assistance exceed 24 months during any 3-year period. (2) Shelter services must establish limits on the length of assistance within their program policies.

#### 4. PROGRAM PARTICIPANT ELIGIBILITY.

- 4.1 **General Eligibility.** Eligibility of program participants shall be evaluated prior to ESG program entry with an initial consultation conducted by Organization to determine if they meet the following criteria: (1) Household, which is defined as all persons that will be living in the home to be subsidized with ESG funds, must be at or below 30 percent of Area Median Income (AMI); (2) The household must be homeless or at-risk of homelessness, as defined by 24 CFR 276. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 4.2 **Income Standards.** Organization agrees to use the standards, in effect at the time of assistance to determine income eligibility and the verification requirements for entry into ESG. Income must be calculated and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Grantees are required to continually update their intake forms and eligibility criteria using the most recent HUD issued Income Limit Summary for Stanislaus County.
- 4.3 **Prorating Assistance.** When providing financial assistance to Households or Families that include members who are citizens or have eligible immigration status and members who do not have eligible immigration status (or elect not to state that they have eligibility status), such assistance must be prorated. Prorated assistance is a calculation of subsidy based on the number of members who are citizens or have eligible immigration status. Divide the number of eligible family members (citizens and those with eligible immigration status) by the total number of members in the household to get a prorated percentage. Then multiply that percentage by the amount of financial assistance that the Household or Family was determined to be eligible to receive.
- 4.4 **Eligible Stanislaus Urban County Areas.** Program participants must have a current or previous address within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 276, are considered to be Urban County residents.
- 4.5 **Centralized or Coordinated Assessment System.** Grantees are required to use a centralized or coordinated system to initially assess the eligibility and needs of each individual or family who seeks homeless assistance or homelessness prevention assistance. This would be developed and implemented by the Continuum of Care in accordance with minimum requirements to be established by HUD.
- 4.6 **Re-certifying Eligibility.** Organization agrees to evaluate and certify the eligibility of homeless prevention program participants at least once every 3 months during program enrollment and of homeless program participants once every 12 months during program enrollment.
- 4.7 **Program Participant Responsibilities.** Standards for determining the share of rent and utilities costs that each program participant is responsible to pay, if any, while receiving homelessness prevention or rapid rehousing assistance is as follows: (1) If at intake a client is determined to have cashincome or benefits, their rental assistance shall decrease by 10% every month. If a case manager determines that barriers exist that would make this requirement an obstacle to stable permanent housing at program exit, then this requirement may be waived. Barriers shall be documented in client file and must be consistent with CoC established barriers; (2) Debt to income ratio limits include: 35% income to housing ratio; and a 45% total monthly debt to income ratio. If a case manager creates a housing plan that

includes a plan for getting a program participant's debt to income ratio to these levels, then this requirement may be waived. This shall be documented in the client's Housing Plan and signed by the client.

- 4.8 Collaboration, Coordination and Resource and Referral Services. All CDBG Public Services and ESG grantees must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider.
- 4.9 Coordination with Continuum(s) of Care and other programs. The recipient and its sub-recipients must document their compliance with the requirements of 24 CFR § 576.400 for consulting with the Continuum of Care (CoC) and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs (see Section III (8)(e) of this document for details on the CoC meetings). The recipient must keep records of the participation in HMIS or a comparable database by all projects of the recipient and its sub-recipients.
- 4.10 **ESG Sub-committee.** All ESG grantees must attend the ESG Sub-committee, which meets once every other month, after the general CoC meeting. ESG recipients must attend this sub-committee meeting to ensure standardized coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers.

#### 5. <u>RESTRICTIONS RELATED TO RENTAL UNITS.</u>

- 5.1 **Lead Poisoning Prevention Act**. Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R shall apply to housing occupied by families receiving homeless prevention and rapid re-housing assistance through the ESG program.
- 5.2 **Habitability Standards.** Units receiving ESG assistance must pass a minimum threshold of habitability, including lead-based paint. Renovations completed with ESG funds must also meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant already resides may be inspected, by the Agency, according to the habitability standards required for the Housing Choice Voucher program. ESG funds utilized to provide Financial Assistance for a housing unit into which a program participant will be moving shall be inspected, by the County, according to the habitability standards required for the Housing Choice Voucher program: (1) Organization shall notify the County when such an inspection is required. (2) Organization shall give County 48 hours notice of said inspection need. (3) Organization shall be charged a fee for said inspection at an hourly rate of \$58.23, subject to change upon written notification from the County. (a) Inspection fee will be automatically drawn from Organization's dedicated Rental Assistance grant fund. (b) An inspection sheet, indicating whether the unit passed or failed, will be provided to Organization within 24 hours of the inspection completion. (4) Agency is responsible for ensuring landlords are aware of and prepared for the habitability inspections. (5) Units requiring an inspection shall be inspected on an annual basis for the duration of time the unit is receiving ESG assistance, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (5) If a unit has a change of tenancy and the new tenant is to receive ESG Financial Assistance for the unit, Organization shall have the unit re-inspected, in accordance with the protocol set forth above in Section 5.2 (1)-(3). (6) Organization shall keep a record of inspections for units receiving ESG funding.

- 5.3 **Lease Agreement.** Organization agrees to verify a lease agreement exists in the program participant's name prior to any disbursement of ESG funds to the appropriate third party.
- Rent Reasonableness and Fair Market Rent Assessments. Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888.111-888.115, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507. (1) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.
- 5.5 **Rental Unit General Requirements.** Best efforts must be made to ensure that units receiving ESG assistance are legal dwellings and are not in the process of foreclosure.
- 5.6 Use with Other Subsidies. Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance, or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URA payments.

#### 6. RESTRICTIONS RELATED TO SHELTER FACILITIES.

- Shelter and Housing Standards. The revised standards for emergency shelters require all shelters to meet minimum habitability standards adopted from the SHP regulations and current Emergency Solutions Grant guidance. Shelters renovated with ESG funds are also required to meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. The records must include documentation of compliance with the shelter and housing standards in 24 CFR § 576.403, including inspection reports.
- 6.2 Accessibility. A recipient shall operate each existing program or activity receiving federal financial assistance so that the program or activity, when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. Grantees are also required to provide reasonable accommodations for persons with disabilities in order to enable program participants with a disability to have an equal opportunity to participate in the program or activity. Grantees that undertake alterations to shelters may be subject to additional accessibility requirements in accordance with 24 CFR part 8.
- 6.3 Shelter Rehab Activities.(1) If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation; (2) If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion; (3) In all other cases where ESG funds are used for renovation, the jurisdiction will maintain the building as a shelter for homeless individuals and families for a minimum of three (3) years after the date the building is first occupied by a homeless individual or family after the completed renovation; any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

- 6.4 Minimum standards for emergency shelter renovation, conversion or rehab. Any building for which Emergency Solutions Grant (ESG) funds are used for conversion, major rehabilitation, or other renovation, must meet state or local government safety and sanitation standards, as applicable, and the following minimum safety, sanitation, and privacy standards. Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards as described in 24 CFR § 576.403.
- 6.5 **Prohibition against involuntary family separation**. The age, of a child under age 18 must not be used as a basis for denying any family's admission to an emergency shelter that uses Emergency Solutions Grant (ESG) funding or services and provides shelter to families with children under age 18.
- 6.6 **Essential Shelter Services.** In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long as the jurisdiction serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area. To the extent possible, sub-grantees shall assess, prioritize, and reassess individuals' and families' needs for case management and resource and referral services.
- 6.7 **Lead Poisoning Prevention Act.** Organization agrees to uphold the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.), as amended by the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) and implementing regulations at 24 CFR part 35, subparts A, B, M, and R.

## 7. <u>DOCUMENTATION, DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.</u>

- 7.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs.
- 7.2 **Quarterly Reports.** Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of ESG, including an estimate of the number of jobs created and/or retained by ESG funds as well as any other information that is requested.
- 7.3 **HUD Sponsored Research.** Upon request, Organization shall participate in HUD-sponsored research and evaluation of ESG during or after the completion of the program.
- 7.4 **DUNS Number Requirement.** Organization shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).
- 7.5 **Data Required.** Organization shall maintain racial, ethnic, gender, head of household and family size data, housing status and financial assistance received for each program participant; showing the extent to which these categories of persons have participated in, or benefited from, the project, and to provide

such data in an activity report to County quarterly. Organization also agrees to report the number of jobs created with ESG funds in the quarterly report to be provided to County.

- General Records. Records must be kept in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. Organization will 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. Organization agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.
- 7.7 **Privacy Procedures.** The Organization shall develop and implement procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the Organization.
- 7.8 **Audit Provision.** Organization agrees to provide to County at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of ESG Grant Funds for Fiscal Year 2012-2013 to be delivered to County by September 30, 2014 and for Fiscal Year 2013-2014 to be delivered to County by December 30, 2012.
- 7.9 **HMIS.** Organization shall participate in a local Homeless Management Information System ("HMIS") and to collect and report program participant-level information. (1) Domestic Violence providers may report on a HMIS comparable database to meet the standards set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule.

#### 8. <u>UNIFORM ADMINISTRATIVE REQUIREMENTS.</u>

- 8.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A–122, "Cost Principles for Non-profit Organizations".
- Reasonable Grant Costs. The County reserves the right to determine whether or not a request for ESG 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 organization or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, and clients, the public at large, and the Federal Government. (4) Significant deviations from the established practices of the organization which may unjustifiably increase the award costs.

8.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for ESG grant fund reimbursement is allocable. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

#### 9. HOLD HARMLESS AND INDEMNITY AGREEMENT.

- 9.1 General Indemnification. Organization shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of Organization, whether or not the act or omission arises from the sole negligence or other liability of Organization, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.
- 9.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Organization, its staff or program participants, and Organization hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release Organization from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

#### 10. NON-DISCRIMINATION & EQUAL OPPORTUNITY

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

- (4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.
- 10.2 Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religious belief.
- 10.3 Section 3 Compliance. Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons.
- 10.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.
- 10.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).
- 10.6 **Displacement, Relocation, Acquisition & Replacement of Housing.** Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.
- 10.7 **Eligibility Restrictions**. Organization agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

#### 11. CONFLICTS OF INTEREST.

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

- conflict of Interest. Organization shall comply with 24 CFR 84.42, which prohibits any employee, officer, or agent of Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- 11.3 **Lobbying and Disclosure Requirements.** Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, Organization shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 11.4 Campaign Contribution Disclosure. Organization certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

#### 12. <u>DRUG-FREE WORK PLACE</u>.

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

#### 13. TERMINATION OF SERVICES & REVERSION OF ASSETS.

13.1 Denial, Discharge, or Termination of Client Services. The denial, discharge or termination of client services must be provided in writing, except in the case of an assessment conducted over the phone, in accordance with the standards set forth within the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grant (ESG) Programs. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases. (1) To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of: (A) Written notice to the program participant containing a clear statement of the reasons for termination; (B) A review of the decision, in which the program participant is given the opportunity to present written or oral objections to a third party; and (C) Prompt written notice of the final decision to the program participant. (D) For the purposes of this policy a "Third Party" is defined as another agency staff person who has not previously evaluated the client for eligibility. (2) All grant recipients must have clear written policies and procedures for the denial, discharge or termination of program services. (3) Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

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

#### 14. GENERAL TERMS AND CONDITIONS.

- 14.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.
- 14.2 Other program requirements. Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 14.3 **Assignment.** Without written consent of County, this Agreement is not assignable by Organization, either in whole or in part.
- 14.4 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

- 14.5 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.
- 14.6 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.
- 14.7 **Integration.** This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.
- 14.8 **Notice.** Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Organization or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County:

County of Stanislaus

Department of Planning and Community Development Attention: Angela Freitas, Director, ESG Program

1010 Tenth Street, Suite 3400

Modesto, CA 95354

To Organization:

We Care of Turlock

Attention: Maris Sturdevant, Treasurer of the Board

P.O. Box 1291 Turlock, CA 95381

- 14.9 **Governing Law and Venue.** This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.
- 14.10 **Authorization.** The Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaws against entering into this Agreement.

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

#### **COUNTY OF STANISLAUS**

By:

Angela Freitas, Director Planning and Community Development

"County"

APPROVED AS TO FORM:

Thomas E. Boze
Deputy County Counsel

WE CARE OF TURLOCK

Maris Sturdevant

Treasurer of the Board

"Organization"

By: Maris Sturterard

### **EXHIBIT A** Stanislaus County Emergency Solutions Grant (ESG) For Fiscal Year 2014-2015

<b>A</b> . I	Project Summary Page		
A-1	Project Title: Cold Weather Emergency Shelter	r Program	
	Total Amount Awarded: \$ 16,500		
	Street Outreach \$	⊠ Shelter \$ _16,500	
	☐ HP/RR \$	☐ HMIS \$	
	Total Project Cost \$122,730		
A-2	Agency: We Care Program - Turlock		
	Agency Address: P.O. Box 1291 Turlock, CA	95381	
	Phone: (209) 664-2003 Fax: (209)	9) 664-2003	
A-3	Contact Name: Maris Sturtevant Title	e: Board Member	
	Contact Address (if different than above):		
	Contact e-mail address: <u>mjsturdy@aol.com</u>		
	Contact Phone: (209) 664-2003 Fax: (209)	9) 664-2003	
A-4	Agency Type (check all that apply):		
	Non-Profit ☐ For-Profit ☐ Governmen	t ☐ Faith-Based ☐ Institution of Higher Education	
	Incorporated year: 2003 501(c)(3)	Tax ID number:	
	DUNS Number (9 digit No.): 179569772		
A-5	Number of unduplicated persons to be served by	this project:(I) <u>96</u>	
A-6	Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):		
	-Number of participants who transition into housing -Number of participants who increase their income -Number of participants who receive case management		
A-7	Summarized Project Description:		
	the age of 18 throughout Stanislaus County. The 34 homeless individuals a night during the way December 1, 2014 to March 31, 2015, seven december 1, 2014 to March 31, 2015, seven december 31, 2015	d Weather Shelter serves chronically homeless men over le WCP's Cold Weather Shelter has the capacity to shelter vorst part of the winter. The Shelter will operate from ays a week from 6:30 p.m. to 8:00 a.m. Nutritious meals inizations, clubs, individual families, and CSU Stanislaus	

#### **ESG FY 14-15 Allocation & Project Budget**

Agency: We Care of Turlock

Project: Emergency Shelter Program
Date: 8-May-14

#### **BUDGET AND PROGRAM OBJECTIVE MODIFICATIONS:**

FY 2014-2015 Recommended Award based off of scoring criteria and funding availability. Target number of unduplicated individuals is 96 individuals.

Line Item	Requested	With the last
STREET OUTREA		
STREET OUTREA Essential Service		
Salaries : (total from Exhibit C)		<u> </u>
Benefits/Taxes (capped at 20% of salary):	\$0.00 \$0.00	\$0.00 \$0.00
Transportation	\$0.00	
Subtotal:	\$0.00	\$0.00 <b>\$0.00</b>
EMERGENCY SHE		\$0.00
Essential Service		
Salaries : (total from Exhibit C)	\$15,000.00	\$10,000.00
Benefits/Taxes (capped at 20% of salary):	\$2,250.00	\$2,000.00
Transportation	\$0.00	\$0.00
Subtotal:	\$17,250.00	\$12,000.00
Operational Costs		412,000.00
Rent:	\$2,500.00	\$1,000.00
Utilities:	\$3,000.00	\$1,500.00
Maintenance (General)	\$0.00	\$0.00
Other (specify Liability Insurance):	\$1,750.00	\$0.00
Other: (Cleaning Supplies, Office, Telephone)	\$0.00	\$0.00
Subtotal:	\$7,250.00	\$2,500.00
Rennovation	7.,200.00	<del>- 7-100-100</del>
Conversion	\$0.00	\$0.00
Major Rehabilitation	\$0.00	\$0.00
Renovation	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00
HOMELESS PREVENTION/RAP		
Essential Service		Latter Carrie Later Andrea
Salaries : (total from Exhibit C)	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary):	\$0.00	\$0.00
Transportation	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00
Financial Assistance (		\$0.00
Rental Application Fees:	\$0.00	\$0.00
Security Deposits:	\$0.00	\$0.00
Last Month's Rent:	\$0.00	\$0.00
Utility Deposits:	\$0.00	\$0.00
Utility Payments:	\$0.00	\$0.00
Moving Costs:	\$0.00	\$0.00
Services Costs:	\$0.00	\$0.00
Short-term Rental Assistance (0-3 mos.):	\$0.00	\$0.00
Medium-term Rental Assistance (4-24 mos.):	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00
HMIS		
Essential Service	<u> </u>	<u> </u>
Salaries : (total from Exhibit C)	\$0.00	\$0.00
Benefits/Taxes (capped at 20% of salary):	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00
Other Costs		+5.00
Security:	\$3,000.00	\$2,000.00
Fees:	\$0.00	\$0.00
In-Kind Food Donations:	\$0.00	\$0.00
In-Kind Volunteer Hours :	\$0.00	\$0.00
ILLINIA ADIMINGOLLIONIS TI		
Subtotal:	\$3,000.00	\$2,000.00

Signature of Project Director or Authorized Person is required

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

Signature of Stanislaus County CDBG Official

### COUNTY OF STANISLAUS AGREEMENT

THIS AGREEMENT, by and between DSS COMPANY DBA KNIFE RIVER CONSTRUCTION, whose place of business is located at 655 W. Clay Street, Stockton, California ("Contractor"), and the COUNTY OF STANISLAUS ("County"), acting under and by virtue of the authority vested in the County by the laws of the State of California.

WHEREAS, County, by its Resolution No. <u>2014-482</u> adopted on the <u>16</u> day of <u>September</u>, 2014 awarded to Contractor the following Contract:

#### Airport Neighborhood Sewer Improvement Project Contract No. 8063

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

#### Article 1. Work

1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

#### Article 2. Architect/Engineer and Project Manager

- 2.1 City of Modesto designed the Project and furnished the Plans and Specifications. City of Modesto shall have the rights assigned to Architect/Engineer in the Contract Documents.
- 2.2 County has designated the Public Works Construction Manager as its Project Manager to act as County's Representative in all matters relating to the Contract Documents.

#### Article 3. Contract Time and Liquidated Damages

- 3.1 Contractor shall commence Work on the date established in the Notice to Proceed. County reserves the right to modify or alter the Commencement Date of the Work.
- 3.2 Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Contract Closeout Thirty-Five (35) Working Days from the date when the Contract Time commences to run as provided in the Agreement.
- 3.3 Liquidated Damages shall comply with SC-08 of the Special Conditions and 8-1.10 of the Standard Specifications.

Airport Neighborhood Sewer Improvements
Contract No. 8063

Knife River Construction

- 3.4 Liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.
- 3.5 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

#### Article 4. Contract Sum

4.1 County shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid.

#### Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which have been made available for Bidders or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.
- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document that pertain to the subsurface conditions, asbuilt conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the Special Conditions; and no additional examinations, investigations, explorations, tests, reports,

studies or similar information or data are or will be required by Contractor for such purposes.

5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

#### **Article 6. Contract Documents**

6.1 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

Notice of Award
Agreement
Notice to Proceed
Construction Performance Bond
Construction Labor and Material Payment Bond
Special Conditions
Addenda
Special Provisions
Drawings
Encroachment Permit [if applicable]
Form FHWA-1273 [if applicable]

6.2 There are no Contract Documents other than those listed in this Document, Article 6.

#### Article 7. Indemnity

- 7.1 County and each of its officers, employees, consultants and agents including, but not limited to the Board, Architect/Engineer and each County Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.
- 7.2 To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, County and each of its officers, employees, consultants and agents, including but not limited to the Board, Architect/Engineer and each County representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly

- employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of County or by any person or entity required to be indemnified hereunder.
- 7.3 With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against County and each of its officers, employees, consultants and agents including, but not limited to County, the Board, Architect/Engineer and each County representative.
- 7.4 Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- 7.5 To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(is) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, County may in its discretion back charge Contractor for County's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.
- 7.6 The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to County or other indemnified party to the extent of its active negligence.

#### Article 8. Miscellaneous

- 8.1 Terms and abbreviations used in this Agreement are defined in Special Conditions, Section 1: DEFINITIONS AND TERMS and will have the meaning indicated therein.
- 8.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 8.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 et seq.
- 8.4 The Contract Sum includes all allowances (if any).

- 8.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.
- 8.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 8.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 8.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Stanislaus County Superior Court. Contractor accepts the Claims Procedure in Special Conditions, Article SC-16, WORK DISPUTES, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.
- 8.9 Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal

delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

#### If to County:

Linda Allsop, Contract Administrator Stanislaus County Public Works 1716 Morgan Road Modesto, CA 95358

#### If to Contractor:

Dan Dean, Contract Administrator Knife River Construction 655 W. Clay Street Stockton, CA 95206

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

**COUNTY OF STANISLAUS** 

DSS COMPANY dba KNIFE RIVER CONSTRUCTION

Matt Machado, Director

Public Works Department

By:

Steve Essoyan President

APPROVED AS TO FORM:

John P. Doering, County Counsel

Bv:

Thomas E. Boze

Deputy County Counsel

# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- Implementation of Clean Air Act and Federal Water Pollution Control Act
- Compliance with Governmentwide Suspension and Debarment Requirements
- Certification Regarding Use of Contract Funds for Lobbying

#### **ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

 Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid designbuild contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

 Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

- A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-iob training."

- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

- 4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- 5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- 7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The fallure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.
- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

- with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

### 10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on <a href="Form FHWA-1391">Form FHWA-1391</a>. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-ald construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program regulrements.

### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (2) If the contractor and the laborers and mechanics to be employed in the classification (If known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an Individually identifying number for each employee ( e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker. and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

#### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress. expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30. d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- 6. Subcontracts. The contractor or subcontractor shall Insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

### 10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

# V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; Ilability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth In paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpald wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- 4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty Items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
  - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the

contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

# VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-ald construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federaliald highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

# IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200.

#### 1. Instructions for Certification - First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "participant," "person," "principal,"
  and "voluntarily excluded," as used in this clause, are defined
  in 2 CFR Parts 180 and 1200. "First Tier Covered
  Transactions" refers to any covered transaction between a
  grantee or subgrantee of Federal funds and a participant (such
  as the prime or general contract). "Lower Tier Covered
  Transactions" refers to any covered transaction under a First
  Tier Covered Transaction (such as subcontracts). "First Tier
  Participant" refers to the participant who has entered into a
  covered transaction with a grantee or subgrantee of Federal
  funds (such as the prime or general contractor). "Lower Tier
  Participant" refers any participant who has entered into a
  covered transaction with a First Tier Participant or other Lower
  Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tler participant certifies to the best of its knowledge and belief, that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 2. Instructions for Certification Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "participant," "person," "principal,"
  and "voluntarily excluded," as used in this clause, are defined
  in 2 CFR Parts 180 and 1200. You may contact the person to
  which this proposal is submitted for assistance in obtaining a
  copy of those regulations. "First Tier Covered Transactions"
  refers to any covered transaction between a grantee or
  subgrantee of Federal funds and a participant (such as the
  prime or general contract). "Lower Tier Covered Transactions"
  refers to any covered transaction under a First Tier Covered
  Transaction (such as subcontracts). "First Tier Participant"
  refers to the participant who has entered into a covered
  transaction with a grantee or subgrantee of Federal funds
  (such as the prime or general contractor). "Lower Tier
  Participant" refers any participant who has entered into a
  covered transaction with a First Tier Participant or other Lower
  Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tler covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or department.

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#### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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# XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.
- b. If any funds other than Federal appropriated funds have been paid or will be pald to any person for influencing or attempting to influence an officer or employee of any Federal 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its Instructions.
- 2. 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 31 U.S.C. 1352. Any person who falls 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.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service Indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required In each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
- The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## Female and Minority Goals

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000.

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

	Minority Utilization Goals	
	Economic Area	Goal (Percent
174	Redding CA: Non-SMSA Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehema	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA	25.6
	CA Santa Clara, CA 7485 Santa Cruz, CA	19.6
	CA Santa Cruz 7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
177	Sacramento, CA: SMSA Counties:	
	6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo	16.1
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA	12.3
	CA Stanislaus 8120 Stockton, CA	24.3
	CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties:	10.4
	0680 Bakersfield, CA CA Kern	19.1
	2840 Fresno, CA CA Fresno Non-SMSA Counties:	26.1
	Non-Sivisa Counties.	25.0

	CA Kings; CA Madera; CA Tulare	
180	Los Angeles, CA:	
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	
	4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles	
	6000 Oxnard-Simi Valley-Ventura, CA	21.5
	CA Ventura	
	6780 Riverside-San Bernardino-Ontario, CA	19.0
	CA Riverside; CA San Bernardino	
	7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7
	CA Santa Barbara	100
	Non-SMSA Counties	24.6
	CA Inyo; CA Mono; CA San Luis Obispo	
181	San Diego, CA:	
	SMSA Counties	A Chara
	7320 San Diego, CA	16.9
	CA San Diego	
	Non-SMSA Counties	18.2
	CA Imperial	

For each July during which work is performed under the contract, you and each non-material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

#### Training

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the City/County of \_\_\_\_\_:

- 1. Number of apprentices or trainees to be trained for each classification
- 2. Training program to be used
- 3. Training starting date for each classification

Obtain the City/County of \_\_\_\_\_\_'s approval for this submitted information before you start work. The City/County of \_\_\_\_\_ credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

 In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman

Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The City/County of and FHWA approves a program if one of the following is met:

#### 1. It is calculated to:

- 1.1. Meet the your equal employment opportunity responsibilities
- 1.2. Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
- It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training and it is administered in a way consistent with the equal employment responsibilities of federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The City/County of \_\_\_\_\_\_ reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

- 1. For on-site training
- For off-site training if the apprentice or trainee is currently employed on a federal-aid project and you do at least one of the following:
  - 2.1. Contribute to the cost of the training
  - 2.2. Provide the instruction to the apprentice or trainee
  - 2.3. Pay the apprentice's or trainee's wages during the off-site training period
- 3. If you comply with this section.

### Each apprentice or trainee must:

- Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
- Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

### Furnish the apprentice or trainee:

- 1. Copy of the program you will comply with in providing the training
- 2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting your performance under this section.



#### DEPARTMENT OF PUBLIC WORKS

Matt Machado, PE, LS Director, County Surveyor

Chris Brady, PE Deputy Director - Construction/Roads/Bridges

Colt Esenwein, PE Deputy Director - Engineering/Survey/Fleet

David Leamon, PE
Deputy Director - Development/Traffic

Kathy Johnson Assistant Director - Finance/GIS/HR/Transit

www.stancounty.com/publicworks

August 29, 2014

RECEIVED SEP - 2 2014

Steve Essoyan, President
DSS Company dba Knife River Construction
655 W. Clay Street
Stockton, CA 95206-1722

Regarding: Airport Neighborhood Sewer Improvement Project - Contract No. 8063

Dear Mr. Essoyan:

Recently, you signed a contract for the construction of the base bid portion of the Airport Neighborhood Sewer Improvement Project. Inadvertently, the Community Development Block Grant (CDBG) Supplemental General Conditions were not made a part of the contract you signed. The provisions stated in CDBG Supplemental General Conditions (Attachment C of the Bid Package), must be incorporated and made part of the construction contract for the above mentioned project.

I have enclosed the CDBG Supplemental General Conditions for your review. To accept these conditions, please sign this letter and return it to me as soon as possible. By signing this letter, you agree to and acknowledge that the provisions stated in CDBG Supplemental General Conditions are hereby made part of the construction contract and you agree to abide by these provisions.

Sincerely,

Linda Allsop

Contract Administrator

Enc: (1)

DSS COMPANY DBA KNIFE RIVER CONSTRUCTION

Steve Essoyan, President

Date

9.3.14

# ATTACHMENT C

CDBG Supplemental General Conditions

Bidders must complete all pages that apply in this attachment and submit this attachment at the time of bid opening.

# COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUPPLEMENTAL GENERAL CONDITIONS

Contractor is required to comply with the following provisions:

## A. Procurement

Contractor must comply with 24 CFR Part 85.36 and 24 CFR Part 570.489 when purchasing materials, products or services with federal funds.

B. Compliance with Equal Employment Opportunity (EEO) – Executive Order 11246 dated 9/24/65 as amended by Executive Order 11375 dated 10/13/1967 (24 CFR 85.36 (i) (3))

During the performance of this contract, the Contractor agrees as follows:

- 1.) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor 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.
- 2.) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 3.) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4.) The Contractor will comply with all provisions of Executive Order 11246 (Equal Employment Opportunity) of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 5.) The Contractor will furnish all information and reports required by Executive Order 11246 (Equal Employment Opportunity) of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 6.) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 (Equal Employment Opportunity) of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 (Equal Employment Opportunity) of September 24, 1965, or by the rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7.) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 (Equal Employment Opportunity) of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

# C. Minority and Women Business Enterprise

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of **24 CFR Part 85.3636(e)** in the award and administration of HUD assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

# D. Compliance with Anti Kickback Act (24 CFR 85.36 (i) (4))

In carrying out this agreement, the Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act (18 U.S.C. 874) which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

# E. Compliance with Davis Bacon Act (40 U.S.C. 276a to 276a-7) (24 CFR 85.36 (i) (5))

In carrying out this agreement, the Contractor hereby agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in the US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and subgrantees.

# F. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (24 CFR 85.36 (i) (6))

In carrying out this agreement, the Contractor hereby agrees to comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented in US Department of Labor regulations 29 CFR Part 5, respective to construction contracts in excess of \$2,000 awarded by grantees and subgrantees, and \$2,500 for other contracts which involve the employment of mechanics or laborers.

# G. Copyright and Patent Rights (24 CFR 85.36 (i) (8)(9))

No reports, handbooks, documents, maps, data, or pamphlets produced in whole or in part under this contract will be the subject of any application for copyright by, or on behalf of the contractor. The U.S. Department of Housing and Urban Development, the County of Stanislaus, and/or CDBG City Consortia awarding this contract shall possess all rights to invention or discovery, as well as rights in data which may arise as a result of the contractor's services.

# H. Access to Records (24 CFR 85.36 (i) (10))

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the grantee to assure proper accounting for all funds applicable to this contract. The County, City, U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to this contract, for the purpose of making audit, examination, excerpts, and transcriptions.

# I. Records Retention (24 CFR 85.36 (i) (11))

The Contractor shall retain all records pertaining to this contract for a period of three (3) years after final payments and all other pending matters are closed.

# J. Compliance with Clean Air and Water Acts (24 CFR 85.36 (i) (12))

In carrying out this agreement, the contractor agrees to comply with the requirements of the Federal Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act (33 USC 1251 et seq.), as amended. Such statutes and regulations prohibit the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency's List of Violating Facilities.

# K. Energy Conservation (24 CFR 85.36 (i) (13))

In carrying out this agreement, the contractor agrees to comply with the requirements of mandatory standards and policies relating to energy efficiency which are contained in the State of California's energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act (PL 94-163, 89 Statutes 871).

# L. Federal Labor Standards Provisions: (Applicable to construction contracts in excess of \$2,000 or residential rehabilitation contracts involving more than eight units)

The Project or program to which the construction work covered by this Contract pertains is being assisted by the United States of America and the Federal Labor Standards Provisions as set forth on **Attachment** 1 are included in this Contract pursuant to the provisions applicable to such Federal assistance. These provisions must be complied with or sanctions will be instituted.

The Contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of paragraph A of the Federal Labor Standards Provisions (Attachment 1) and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in paragraph A of the Federal Labor Standards Provisions (Attachment 1).

# M. Compliance in the Provision of Training, Employment, and Business opportunites – Section 3

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC, 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the area of the Section 3 covered project, and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the Section 3 covered project.

The provisions under Section 3 are set forth on **Attachment 2**. The Contractor must complete, sign, and submit along with bid documents the following Section 3 Pages which are included in **Attachment 2**:

- Section 3 Assurance
- 2. Section 3 Affirmative Action Plan
- 3. Estimated Project Work Force Breakdown
- 4. Proposed Contracts/Subcontracts Breakdown.

## N. Title VI Civil Rights Act of 1964:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

 The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

- 2. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- 3. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, their sources of information and its facilities as may be determined by the Stanislaus County CDBG Consortium (awarding agency)\* or the United States Department of Housing and Urban Development to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Stanislaus County CDBG Consortium (awarding agency) or the United States Department of Housing and Urban Development, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 4. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Stanislaus County CDBG Consortium (awarding agency) or the United States Department of Housing and Urban Development shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
  - (a) Withholding of payments to the contractor under the contract until the contractor complies; and/or,
  - (b) Cancellation, termination or suspension of the contract, in whole or in part.
- 5. The contractor shall include the provisions of paragraph (N1) through (N5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Stanislaus County CDBG Consortium (awarding agency) or the United States Department of Housing and Urban Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Stanislaus County CDBG Consortium (awarding agency) to enter into such litigation to protect the interests the Stanislaus County CDBG Consortium (awarding agency), and, in addition, the contractor may request the United States Department of Housing and Urban Development to enter into such litigation to protect the interests of the United States.

#### \* CDBG Consortium Awarding Agencles:

Stanislaus County

City of Ceres

City of Hughson

City of Newman

City of Oakdale

City of Patterson

City of Waterford

## O. Title VIII Civil Rights Acts of 1968 (as applicable):

The contractor shall comply with Title VIII Civil Rights Acts of 1968 which prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing or housing, blockbusting, and discriminatory advertising; and makes it unlawful to deny any person access to, or membership or participation in, any multiple listing service or real estate broker organization for discriminatory reasons.

#### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

- A. 1. (I) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided. That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(II) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the
- (II) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (If known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)
- (c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)
- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (III) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (Iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

- 2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.
- 3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

- (II) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired, Optional Form WH-347 is available for this purpose from and Hour Division Web site http://www.dol.gov/esa/whd/forms/wh347instr.htm or lis successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)
- (b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(II)(b).
- (d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.
- (III) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor falls to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and Individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the Job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(II) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ',to and Individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the Job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract
- 6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- 8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- 10. (I) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

- awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (II) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
- (III) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 D. Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."
- 11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.
- B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100.000. As used in this paragraph, the terms "laborers" and "mechanics" Include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.
- C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.
- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in Imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.
- (3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

# **SECTION 3 CLAUSE**

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

## **SECTION 3 PLAN**

Section 3 is a provision of the Housing and Urban Development Act of 1968 which requires that programs of direct financial assistance administered by the U.S. Department of Housing and Urban Development (State) provide, to the greatest extent feasible, opportunities for job training and employment to lower income residents in connection with projects in their neighborhoods. Further, to the greatest extent feasible, contracts in connection with these projects are to be awarded to local businesses. Section 3 is a tool for fostering local economic development, neighborhood economic improvement and individual self-sufficiency.

Statute: Section 3 of the Department of Labor Act of 1968, as amended
Regulation: 24 CFR Part 135, "Employment Opportunities for Businesses and
Lower Income Persons in Connection with Assisted Project"
(Reserved)

This project is funded through the Housing and Urban development Act of 1968. Section 3 of that Act requires contractors and subcontractors (this includes Housing Authorities) to assure that:

 Lower income project area residents have the maximum opportunity for employment and training on this project; and

 Small businesses located in the project area, or owned in substantial part by persons residing in the project area, will be utilized to the fullest extent possible as recipients of contracts.

To comply with this requirement, the lowest responsible bidder and applicable subcontractors must either adopt and file the attached approved Section 3 Affirmative Action Plan or develop and file their own section 3 Affirmative Action Plan with the County of Stanislaus. A Section 3 Plan shall be required for all contract awards. The Section 3 Plan shall be submitted from the prime contractor and be required of all contractors and subcontractors receiving direct or indirect federal funding under H.U.D. programs. Failure to adopt the Section 3 Plan is considered to be non-responsive and shall be grounds for rejection of the bid. Master section 3 Plans are based upon federal guidelines. Contractors and/or subcontractors who wish to develop their own section 3 Affirmative Action Plan may obtain the applicable federal guidelines from the Stanislaus County Planning & Community Development Department.

All Contractors and Subcontractors must sign the Section 3 Assurance which is included in the bid package, regardless of the amount of the contract or subcontract award. Failure to sign the Section 3 Assurance is considered to be non-responsive and shall be grounds for rejection of the bid.

# FORMS TO BE COMPLETED AND SUBMITTED WITH BID:

- 1. Section 3 Affirmative Action Plan
- 2. Section 3 Assurance
- 3. Estimated Project Workforce Breakdown
- 4. Proposed Contracts/Subcontracts Breakdown

## SECTION 3 AFFIRMATIVE ACTION PLAN

In accordance with the Housing and Urban Development Act of 1968, as amended, and the regulations pursuant to that Act.

DSS	Company	dba	Knife	River	Construction	
					(CONTRACTOR)	

Agrees to comply with Section 3 of that Act by assuring that to the greatest extent feasible:

- Training and employment opportunities will be given to lower income residents of the project; and
- Contracts for work in connection with the project will be awarded to business concerns which are located in or owned insubstantial part by persons residing in the area of project.

DSS Company dba

Knife River Construction (name of contractor) will initiate the following actions to insure utilization of lower income project residents as employees or trainees and to

incorporate project area small businesses as subcontractors and suppliers:

- The Contractor will establish and maintain a directory of service organizations, job referral agencies and manpower training programs operating within, or servicing, project area residents.
- The Contractor will submit prior to the award of a contract, a signed assurance that it will comply with Section 3 regulations and requirements.
- The Contractor will provide, prior to the signing of a contract, a Statement of work force needs, including trainee positions.
- The Contractor will notify Community based organizations of available employment opportunities, and shall maintain records of response from such organizations.
- The Contractor will make continuing personal recruitment efforts directed to such service organizations and to schools with lower income resident training programs with which he is familiar.
- The Contractor will maintain a file of the names and addresses of each low income resident worker referred to him and that action was taken with respect to each such referred worker and, if the worker was not employed the reasons therefore. (attached).

- The Contractor will include the Section 3 clause in every subcontract for work in connection with H.U.D. projects. (attached).
- For each subcontract, the Prime Contractor will submit, prior to Contract award, the Section 3 Affirmative Action Plans of its subcontractors.
- 9. The Contractor will not attempt to circumvent Section 3 Provisions.
- The Contractor will make a good faith effort to employ or fill training positions with lower income project area residents, it will, as a minimum, provide evidence of the following:
  - (a.) Attempts to recruit from the project area through local advertising media, community organizations, public and private agencies operating within or serving the project area, such as the Department of Labor Employment Department, and the Private Industry Council.
  - (b.) Maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and that he has employed such persons if otherwise qualified and if an opening exists.
- The Contractor will make good faith effort to incorporate project area businesses as Subcontractors and Suppliers.

DSS Company dba

 The Contractor will provide the Section 3 workforce and business utilization reports required under this contract.

KHILE KIVEL CONSTRUCTION	(name of Contractor) fully	165	alizes failure or
refusal to comply and give satisfactor	ory assurances of future compl	anc	e with the
requirements of this Affirmative Acti	on Plan shall be proper basis for	or a	ny or all of the
following actions: Cancellation, term	nination or suspension in whole	or i	n part of the con-
tract; a determination of ineligibility			
federal program with respect to which assurances of future compliance ha	ch the failure or refusal occurre		
	On		
Authorized Signature	Da Da	te:_	7/16/14
	4		

# SECTION 3 ASSURANCE

W	e the undersigned Steve Essoyan , as official representative of
mpany	dba (Representative)
River	Construction agree to comply with Section 3 requirements for
(Co	에 가게 하셨는데 그 이번 보다면 하고 있다면 하고 있
	(Project)
in th	e following sanctions: cancellation, termination, or suspension in whole
or in	part of this contract.
1.	How many positions will be needed on this project?
Occ	upational Categories: (Provide Detail in Attachment A)
	24
2.	How many of these positions will be filled by your regular employees? To be determined upon availability at time of construction
3.	How many positions are projected to be filled by low income area residents?  To be determined upon availability at time it construction
4.	How many subcontractors will be utilized for this project? (Provide Detail in Attachment B)
5.	Of these subcontractors, how many are Section 3 subcontractors? (Provide Detail in Attachment B)
6.	How many businesses/suppliers will be utilized? 6
7,	Of these, how many are Section 3 businesses?
	Authorized Signature Date: 7/16/14
	in the or in 1. Occo

# Attacment A

# ESTIMATED PROJECT WORKFORCE BREAKDOWN

	LOTHIGHTED TT	TOOLOT TIOTAL	I ONOL DIVERNI	I
Job Category	Total Estimated Positions Needed for Project	No. Positions Occupied by Permanent Employees	Number of Positions Not Occupied	Number of Positions To be filled with Sec- tion 3 residents
Supervisor		1	B	Ø
Professional	1	1	20	0
Technical	1		D	e
Off/Clerical				
Others				
TRADE:	UNDERGROUND			
Journeyman	3	780	730	780
Apprentices	1	TBO	TBD	TBD
Trainees				
Others	3	TBO	780	TBD
TRADE:	GRADING PAVIN			
Journeyman	6	760	780	TBO
Apprentices	2			
Trainees				
Others	6	780	760	TBD

Section 3 Resident Individual residing within the Section 3 Area whose family income does not exceed 80% of the median income in the Metropolitan Statistical Area or the county if not within a MSA in which the Section 3 covered project is located. See attached income schedule.

NOTE: This document must be submitted with bid documents.

Date //10/14	Date 7/	16/	14
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DSS	Company	dba	Knife	River	Construction
Comp	any				

Airport Neighborhood Sewer Improvments Project Name

8063	
Project Number	
Donald Lowe	
Person Completing Form	

# Attachment B

# PROPOSED CONTRACTS/SUBCONTRACTS BREAKDOWN

Type of Con- tract (Business or Profession)	Total Number	Total Approx. Dollar Amount	Estimated No. of Contracts to Section 3 Busi- nesses	Estimated dollar a mount to Section 3 Businesses
Business		J\$5,0000	8	\$0
		Y		

Note:	DSS Company dba Knife River Construction		
	Company		
This document is to be submitted by the contractor with bid documents.	Airport Neighborhood Sewer Project Name		
	8063		
Date 7/16/14	Project Number		
	Donald Lowe		
	Person Completing Form		

# **SECTION 3 REPORT**

# Report must be completed and submitted by Contractor with each payment request.

# ACTUAL PROJECT WORK FORCE BREAKDOWN

Job Category	Total Positions Needed for Project	No. Positions Occupied by Permanent Employees	Number of Positions Not Occupied	Number of Positions Actually Filled with Section 3 residents
Supervisor				
Professional				
Technical				
Off/Clerical		7		
Others				
TRADE:				
Journeyman				
Apprentices				
Trainees	/			
Others				
TRADE:				
Journeyman				
Apprentices				
Trainees				
Others				

<u>Certification</u> This company hereby certifies that the information provided above is an accurate report of its Section 3 efforts.	DSS Company dba Knife River Construction
	Company
	Airport Neighborhood Sewer Improvements
	Project Name
Date7/16/14	8063
	Project Number
	Donald Lowe
	Person Completing Form

## GUARANTEE

TO: The County of Stanislaus ("County"), for the AIRPORT NEIGHBORHOOD SEWER IMPROVEMENT PROJECT.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to County for a period of one (1) year following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guarantee or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one (1) year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to County and in accordance with County's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by County and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, County may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, County shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guarantee period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Special Provisions.

(SIGNATURE ON NEXT PAGE)

- well 15/2/11(16)

The foregoing Guarantee is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guarantee and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Date:	8.21.14	DSS COMPANY dba KNIFE RIVER CONSTRUCTION
		By: Signature
		Steve Essoyan
		Print Name
		President
		Title
		655 W. Clay Street
		Street Address
		Stockton, Ca. 95206-1722
		City, State, Zip code

END OF GUARANTEE

# LABOR LAW REQUIREMENTS AND CERTIFICATION for AIRPORT NEIGHBORHOOD SEWER IMPROVEMENT PROJECT Contract No. 8063

The Federal and State labor law requirements and County labor compliance requirements applicable to this contract are composed of but not limited to the following items:

- The contractor's duty to pay prevailing wages under Labor Code Section 1770 et seq., should the project exceed the exemption amounts;
- (2) The contractor's duty to employ registered apprentices on the public works project under Labor Code Section 1777.5;
- (3) The penalties for failure to pay prevailing wages (for non-exempt projects) and employ apprentices including forfeitures and debarment under Labor Code Sections 1775 and 1777.7;
- (4) The requirement to keep and submit copies upon request of certified payroll records under Labor Code Section 1776, and penalties for failure to do so under Labor Code Section 1776(g);
- (5) The prohibition against employment discrimination under Labor Code Section 1777.6; the Government Code, and Title VII of the Civil Rights Act of 1964;
- (6) The prohibition against accepting or extracting kickback from employee wages under Labor Code Section 1778;
- (7) The prohibition against accepting fees for registering any person for public work under Labor Code Section 1779; or for filling work orders on public works under Labor Code Section 1780;
- (8) The requirement to list all subcontractors under Public Contracts Code Section 4104;
- (9) The requirement to be properly licensed and to require all subcontractors to be properly licensed and the penalty for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractors License Law, found at Business and Professions Code Section 7000 et seq;
- (10) The prohibition against unfair competition under Business and Professions Code Sections 17200-17208;
- (11) The requirement that the contractor be properly insured for Workers Compensation under Labor Code Section 1861;

- (12) The requirement that the contractor abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project;
- (13) The federal prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers.
- (14) The requirement to provide itemized wage statements to employees under Labor Code Section 226.
- (15) The acknowledgement that this project is subject to monitoring and enforcement by the California Department of Industrial Relations.
- (16) The requirement to post at each job site applicable prevailing wage determinations and the notice required by 8 Cal. Code Reg.§16451(d).

# CERTIFICATION:

I acknowledge that I have been informed and am aware of the foregoing requirements.

Date:	41.15.8	DSS COMPANY dba KNIFE RIVER CONSTRUCTION
		Contractor
		By: Signature
		Steve Essoyan
		Print Name
		President
		Title

#### 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, 2014.

#### WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant ("CDBG") program for FY 2014-2015 in the amount \$2,139,064 as an "Urban County" as set forth under Title I of the Housing and Community Development Act of 1974, and Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended by the Housing and Community Development Act of 1992; and

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. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

WHEREAS, COUNTY and CITY desire to enter into this Allocation Agreement ("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	\$595,270
Ceres	\$238,452
Hughson	\$119,264
Newman	\$135,435
Oakdale	\$149,435
Patterson	\$135,285
Waterford	\$124,205
TOTAL	\$1,497,346

B. The Stanislaus Urban County shall also receive an amount not to exceed twenty percent of the total FY 2014-2015 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement. The following represents the Stanislaus Urban County administrative funding distribution breakdown:

Jurisdiction	Administration
Stanislaus County	\$313,988
Ceres	\$14,804
Hughson	\$14,804
Newman	\$14,804
Oakdale	\$14,804
Patterson	\$14,804
Waterford	\$14,804
TOTAL	\$402,812

- C. An amount not to exceed ten percent of the total FY 2014-2015 CDBG entitlement funds, \$213,906, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Stanislaus County CDBG Public Service Grant Program.
- D. An amount not to exceed \$25,000 shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).
- 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 consistent with the recommendations of the Policy Committee or the majority of the parties to this agreement.
- G. Each party has the responsibility to ensure its activities comply with the FY 2014-2015 grant program activities as identified in the FY 2014-2015 Stanislaus Urban County Annual Action Plan.
- H. Each party agrees to comply with OMB A-133 reporting requirements which set forth standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments expending Federal awards.
- I. Pursuant to Government Code section 6505, 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 FY 2014-2015 CDBG Annual Action Plan.
- 1.2 **Term.** This Agreement shall be in effect until June 30, 2015, or until all Fiscal Year 2014-2015 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 a total consideration amount as indicated in sections A and B above for CDBG activities and administrative activities respectively.

FY 2014-2015 Stanislaus Urban County Subrecipient Agreement

- 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 September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2015; and (4) A fourth and final draw by June 30, 2015. All complete draw requests must be received before June 30, 2015.
- 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. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant 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.
- 2.6 Salaries. The salaries paid under this Agreement shall be in accordance with the following provision of OMB Circular A-87 and 24 CFR Part 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 80 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. <u>USE OF FUNDS.</u>

- 3.1 General Use of Funds. Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, and other regulations governing the Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.
- 3.2 **Compliance with Local Code.** 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 OMB Circular No. A-87 "Cost Principles for State, Local, and Indian Tribal Governments," such funds shall be returned to the County.

- 3.7 **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 24 CFR 85.43, suspension or termination of this agreement may occur if City materially fails to comply with any term of the grant agreement, or for convenience per 24 CFR 85.44.
- (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.
- Reversion of Assets. Upon grant expiration, 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) in excess of \$25,000 shall: (1) Be utilized in accordance with Section 3.1 General Use of Funds, of this agreement, until five years after expiration of the agreement; or (2) Not used in accordance with 3.1 of this agreement, in which event City shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG grant funds for the acquisition of, or improvement to, the property. No payment is required five years after the expiration of this agreement. All returned grant funds or payments shall be treated by County as program income.

# 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.
- 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.
- 4.4 Eligible Stanislaus Urban County Areas. Program beneficiaries must reside within the income eligible Stanislaus Urban County areas as defined by HUD or 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.
- 4.5 Environmental Review Record. City 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 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.

# 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 Reports. City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter.
- 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 or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by City. Further, County has 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 procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the 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 2014-2015 and previous fiscal years. City agrees to provide additional audits upon request.

# 6. <u>UNIFORM ADMINISTRATIVE REQUIREMENTS.</u>

- 6.1 **General Uniform Administrative Requirements.** City shall comply with 24 CFR 570.502-Uniform Administrative Requirements and the requirements and standards of 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 FY 2014-2015 Stanislaus Urban County Subrecipient Agreement\_ 5 \_

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. (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. 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, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex:
- (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.
- Requal 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 religious belief.
- 8.3 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 101(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. CONFLICTS OF INTEREST.

- 9.1 **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).
- 9.2 Conflict of Interest. City shall comply with 24 CFR 84.42, which prohibits 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.
- 9.3 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 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.
- 9.4 **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.

# 10. DRUG-FREE WORK PLACE.

10.1 **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.

# 11. LEAD BASED PAINT POISONING PREVENTION.

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

12.2 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) 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 under the following conditions: (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.

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

## 13. GENERAL TERMS AND CONDITIONS.

- 13.1 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: (1) City does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) City does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 13.2 **Assignment.** Without written consent of County, this Agreement is not assignable by City, either in whole or in part.
- 13.3 **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.
- 13.4 **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.
- 13.5 **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.
- 13.6 **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 12.2.
- 13.7 **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: Planning Director 1010 Tenth Street, Suite 3400

Modesto, CA 95354

To City:

City of Ceres

Department of Planning 2720 Second Street Ceres, CA 95307

- 13.8 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.
- 13.9 **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.
- 13.10 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** Jim, ØeMartini Chairman of the Board of Supervisors ATTEST: Christine Ferraro-Tallman

Clerk of the Board of Supervisors of the County of Stanislaus, State of California

Elizabeth King **Assistant Clerk** 

APPROVED AS TO CONTENT:

Angela Freitas, Director

Planning and Community Development Department

By Angela Freitas

Director

APPROVED AS TO FORM:

John P. Doering County Counsel

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

CITY OF CERES

By Chris Vierra Mayor

ATTEST:

By Chris Vierra Dated

Cindy Heidorn City Clerk

APPROVED AS TO CONTENT:

By Toby Wells City Manager

APPROVED AS TO FORM:

City Attorney

#### 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, 2014.

#### WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant ("CDBG") program for FY 2014-2015 in the amount \$2,139,064 as an "Urban County" as set forth under Title I of the Housing and Community Development Act of 1974, and Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended by the Housing and Community Development Act of 1992; and

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. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

WHEREAS, COUNTY and CITY desire to enter into this Allocation Agreement ("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	\$595,270
Ceres	\$238,452
Hughson	\$119,264
Newman	\$135,435
Oakdale	\$149,435
Patterson	\$135,285
Waterford	\$124,205
TOTAL	\$1,497,346

B. The Stanislaus Urban County shall also receive an amount not to exceed twenty percent of the total FY 2014-2015 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement. The following represents the Stanislaus Urban County administrative funding distribution breakdown:

Jurisdiction	Administration
Stanislaus County	\$313,988
Ceres	\$14,804
Hughson	\$14,804
Newman	\$14,804
Oakdale	\$14,804
Patterson	\$14,804
Waterford	\$14,804
TOTAL	\$402,812

- C. An amount not to exceed ten percent of the total FY 2014-2015 CDBG entitlement funds, \$213,906, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Stanislaus County CDBG Public Service Grant Program.
- D. An amount not to exceed \$25,000 shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).
- 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 consistent with the recommendations of the Policy Committee or the majority of the parties to this agreement.
- G. Each party has the responsibility to ensure its activities comply with the FY 2014-2015 grant program activities as identified in the FY 2014-2015 Stanislaus Urban County Annual Action Plan.
- H. Each party agrees to comply with OMB A-133 reporting requirements which set forth standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments expending Federal awards.
- I. Pursuant to Government Code section 6505, 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 FY 2014-2015 CDBG Annual Action Plan.
- 1.2 **Term.** This Agreement shall be in effect until June 30, 2015, or until all Fiscal Year 2014-2015 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. <u>COMPENSATION.</u>

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

FY 2014-2015 Stanislaus Urban County Subrecipient Agreement

- 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 September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2015; and (4) A fourth and final draw by June 30, 2015. All complete draw requests must be received before June 30, 2015.
- 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. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant 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.
- 2.6 Salaries. The salaries paid under this Agreement shall be in accordance with the following provision of OMB Circular A-87 and 24 CFR Part 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 80 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 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 OMB Circular No. A-87 "Cost Principles for State, Local, and Indian Tribal Governments," such funds shall be returned to the County.

- 3.7 **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 24 CFR 85.43, suspension or termination of this agreement may occur if City materially fails to comply with any term of the grant agreement, or for convenience per 24 CFR 85.44.
- (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.
- Reversion of Assets. Upon grant expiration, 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) in excess of \$25,000 shall: (1) Be utilized in accordance with Section 3.1 General Use of Funds, of this agreement, until five years after expiration of the agreement; or (2) Not used in accordance with 3.1 of this agreement, in which event City shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG grant funds for the acquisition of, or improvement to, the property. No payment is required five years after the expiration of this agreement. All returned grant funds or payments shall be treated by County as program income.

# 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.
- 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.
- 4.4 Eligible Stanislaus Urban County Areas. Program beneficiaries must reside within the income eligible Stanislaus Urban County areas as defined by HUD or 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.
- 4.5 Environmental Review Record. City 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 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.

# 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 Reports. City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter.
- 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.
- 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 or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by City. Further, County has 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 procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the 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 2014-2015 and previous fiscal years. City agrees to provide additional audits upon request.

# 6. <u>UNIFORM ADMINISTRATIVE REQUIREMENTS.</u>

- 6.1 **General Uniform Administrative Requirements.** City shall comply with 24 CFR 570.502-Uniform Administrative Requirements and the requirements and standards of 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 FY 2014-2015 Stanislaus Urban County Subrecipient Agreement\_ 5 ...

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. (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. 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, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex:
- (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 religious belief.
- 8.3 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 101(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. CONFLICTS OF INTEREST.

- 9.1 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).
- 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.
- 9.3 **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 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.
- 9.4 **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.

# 10. DRUG-FREE WORK PLACE.

10.1 **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.

#### 11. LEAD BASED PAINT POISONING PREVENTION.

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

12.2 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) 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 under the following conditions: (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.

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

#### 13. GENERAL TERMS AND CONDITIONS.

- 13.1 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: (1) City does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) City does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 13.2 **Assignment.** Without written consent of County, this Agreement is not assignable by City, either in whole or in part.
- 13.3 **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.
- 13.4 **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.
- 13.5 **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.
- 13.6 **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 12.2.
- 13.7 **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: Planning Director 1010 Tenth Street, Suite 3400

Modesto, CA 95354

To City:

City of Hughson

Department of Planning

P.O. Box 9

Hughson CA 95326

- 13.8 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.
- 13.9 **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.
- 13.10 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 Jim/DeMartini

10-10-2014

Chairman of the Board of Supervisors

ATTEST: Christine Ferraro-Tallman Clerk of the Board of Supervisors of the County of Stanislaus, State of California

Ву

Elizabeth King Assistant Clerk

APPROVED AS TO CONTENT:

Angela Freitas, Director

Planning and Community Development Department

Ву

Angela Freitas

Director

APPROVED AS TO FORM:

John P. Doering County Counsel

Thomas E. Boze

**Deputy County Counsel** 

By Matthew Beekman Mayor

ATTEST:

By Dominique Spinale City Clerk

APPROVED AS TO CONTENT:

By Raul Mendez City Manager

Daniel J. Schröeder City Attorney

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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. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

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- I. Pursuant to Government Code section 6505, 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 FY 2014-2015 CDBG Annual Action Plan.
- 1.2 **Term.** This Agreement shall be in effect until June 30, 2015, or until all Fiscal Year 2014-2015 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 a total consideration amount as indicated in sections A and B above for CDBG activities and administrative activities respectively.

FY 2014-2015 Stanislaus Urban County Subrecipient Agreement

- 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 September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2015; and (4) A fourth and final draw by June 30, 2015. All complete draw requests must be received before June 30, 2015.
- 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. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant 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.
- 2.6 Salaries. The salaries paid under this Agreement shall be in accordance with the following provision of OMB Circular A-87 and 24 CFR Part 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 80 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. <u>USE OF FUNDS.</u>

- 3.1 General Use of Funds. Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, and other regulations governing the Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.
- 3.2 Compliance with Local Code. 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 OMB Circular No. A-87 "Cost Principles for State, Local, and Indian Tribal Governments," such funds shall be returned to the County.

- 3.7 **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 24 CFR 85.43, suspension or termination of this agreement may occur if City materially fails to comply with any term of the grant agreement, or for convenience per 24 CFR 85.44.
- (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.
- Reversion of Assets. Upon grant expiration, 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) in excess of \$25,000 shall: (1) Be utilized in accordance with Section 3.1 General Use of Funds, of this agreement, until five years after expiration of the agreement; or (2) Not used in accordance with 3.1 of this agreement, in which event City shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG grant funds for the acquisition of, or improvement to, the property. No payment is required five years after the expiration of this agreement. All returned grant funds or payments shall be treated by County as program income.

# 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.
- 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.
- 4.4 **Eligible Stanislaus Urban County Areas.** Program beneficiaries must reside within the income eligible Stanislaus Urban County areas as defined by HUD or 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.
- 4.5 Environmental Review Record. City 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 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.

# 5. <u>DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.</u>

- 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 Reports. City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter.
- 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 or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by City. Further, County has 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 procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the 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 2014-2015 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-Uniform Administrative Requirements and the requirements and standards of 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 FY 2014-2015 Stanislaus Urban County Subrecipient Agreement\_ 5\_

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. (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. 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, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex:
- (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 religious belief.
- 8.3 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 101(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. CONFLICTS OF INTEREST.

- 9.1 **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).
- 9.2 Conflict of Interest. City shall comply with 24 CFR 84.42, which prohibits 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.
- 9.3 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 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.
- 9.4 **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.

# 10. DRUG-FREE WORK PLACE.

10.1 **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.

#### 11. LEAD BASED PAINT POISONING PREVENTION.

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

12.2 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) 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 under the following conditions: (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.

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

# 13. GENERAL TERMS AND CONDITIONS.

- 13.1 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: (1) City does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) City does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 13.2 **Assignment.** Without written consent of County, this Agreement is not assignable by City, either in whole or in part.
- 13.3 **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.
- 13.4 **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.
- 13.5 **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.
- 13.6 **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 12.2.
- 13.7 **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: Planning Director 1010 Tenth Street, Suite 3400

Modesto, CA 95354

To City:

City of Newman

Department of Planning

P.O. Box 787

Newman, CA 95360

- 13.8 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.
- 13.9 **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.
- 13.10 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**

Chairman of the Board of Supervisors ATTEST: Christine Ferraro-Tallman Clerk of the Board of Supervisors of the County of Stanislaus, State of California **Assistant Clerk** APPROVED AS TO CONTENT: Angela Freitas, Director Planning and Community Development Department By Angela Freitas Director APPROVED AS TO FORM: John P. Doering **County Counsel** Thomas E. Boze

**Deputy County Counsel** 

CIT	Y OF NEWMAN		
Ву	Ed Katen- Robert Martina Mayor Pro Tem	9-9-14 Dated	
АТТ	TEST:		
Ву	Mike Maier Deputy City Clerk		
APF	PROVED AS TO CONTENT:		
Ву	Michael E. Holland City Manager		
API	PROVED AS TO FORM:		
Ву			
,	Nubia I. Goldstein City Attorney		

# **CITY OF NEWMAN**

Ву		
	Ed Katen Mayor	Dated
AT <sup>-</sup>	TEST:	
Ву		
Í	Mike Maier Deputy City Clerk	
AP	PROVED AS TO CONTENT:	
Ву	Michael E. Holland	
	City Manager	
ΑP	PROVED AS TO FORM:	
Ву	Tom Hallinan Julia I Guldsten	
	City Attorney	

#### 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, 2014.

#### WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant ("CDBG") program for FY 2014-2015 in the amount \$2,139,064 as an "Urban County" as set forth under Title I of the Housing and Community Development Act of 1974, and Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended by the Housing and Community Development Act of 1992; and

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. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

WHEREAS, COUNTY and CITY desire to enter into this Allocation Agreement ("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	\$595,270
Ceres	\$238,452
Hughson	\$119,264
Newman .	\$135,435
Oakdale	\$149,435
Patterson	\$135,285
Waterford	\$124,205
TOTAL	\$1,497,346

B. The Stanislaus Urban County shall also receive an amount not to exceed twenty percent of the total FY 2014-2015 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement. The following represents the Stanislaus Urban County administrative funding distribution breakdown:

Jurisdiction	Administration
Stanislaus County	\$313,988
Ceres	\$14,804
Hughson	\$14,804
Newman	\$14,804
Oakdale	\$14,804
Patterson	\$14,804
Waterford	\$14,804
TOTAL	\$402,812

- C. An amount not to exceed ten percent of the total FY 2014-2015 CDBG entitlement funds, \$213,906, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Stanislaus County CDBG Public Service Grant Program.
- D. An amount not to exceed \$25,000 shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).
- 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 consistent with the recommendations of the Policy Committee or the majority of the parties to this agreement.
- G. Each party has the responsibility to ensure its activities comply with the FY 2014-2015 grant program activities as identified in the FY 2014-2015 Stanislaus Urban County Annual Action Plan.
- H. Each party agrees to comply with OMB A-133 reporting requirements which set forth standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments expending Federal awards.
- I. Pursuant to Government Code section 6505, 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 FY 2014-2015 CDBG Annual Action Plan.
- 1.2 **Term.** This Agreement shall be in effect until June 30, 2015, or until all Fiscal Year 2014-2015 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.

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FY 2014-2015 Stanislaus Urban County Subrecipient Agreement

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

- 3.1 General Use of Funds. Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, and other regulations governing the Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.
- 3.2 **Compliance with Local Code.** 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 OMB Circular No. A-87 "Cost Principles for State, Local, and Indian Tribal Governments," such funds shall be returned to the County.

- 3.7 **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 24 CFR 85.43, suspension or termination of this agreement may occur if City materially fails to comply with any term of the grant agreement, or for convenience per 24 CFR 85.44.
- (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.
- Reversion of Assets. Upon grant expiration, 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) in excess of \$25,000 shall: (1) Be utilized in accordance with Section 3.1 General Use of Funds, of this agreement, until five years after expiration of the agreement; or (2) Not used in accordance with 3.1 of this agreement, in which event City shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG grant funds for the acquisition of, or improvement to, the property. No payment is required five years after the expiration of this agreement. All returned grant funds or payments shall be treated by County as program income.

## 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.
- 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.
- 4.4 Eligible Stanislaus Urban County Areas. Program beneficiaries must reside within the income eligible Stanislaus Urban County areas as defined by HUD or 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.
- 4.5 Environmental Review Record. City 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 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.

# 5. <u>DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.</u>

- 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 Reports. City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter.
- 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.
- 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 or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by City. Further, County has 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 procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the 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 2014-2015 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-Uniform Administrative Requirements and the requirements and standards of 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 FY 2014-2015 Stanislaus Urban County Subrecipient Agreement\_ 5 \_

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. (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. 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, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex:
- (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 religious belief.
- 8.3 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 101(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. CONFLICTS OF INTEREST.

- 9.1 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).
- 9.2 Conflict of Interest. City shall comply with 24 CFR 84.42, which prohibits 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.
- 9.3 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 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.
- 9.4 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.

#### 10. DRUG-FREE WORK PLACE.

10.1 **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.

### 11. LEAD BASED PAINT POISONING PREVENTION.

11.1 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. TERMINATION OF SERVICES & REVERSION OF ASSETS.

12.2 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) 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 under the following conditions: (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.

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

## 13. GENERAL TERMS AND CONDITIONS.

- 13.1 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: (1) City does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) City does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 13.2 **Assignment.** Without written consent of County, this Agreement is not assignable by City, either in whole or in part.
- 13.3 **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.
- 13.4 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.
- 13.5 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.
- 13.6 **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 12.2.
- 13.7 **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: Planning Director 1010 Tenth Street, Suite 3400

Modesto, CA 95354

To City:

City of Oakdale

Department of Planning 455 South Fifth Avenue Oakdale, CA 95361

- 13.8 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.
- 13.9 **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.
- 13.10 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 John DeMartini Dated

Onairman of the Board of Supervisors

ATTEST: Christine Ferraro-Tallman Clerk of the Board of Supervisors of the County of Stanislaus, State of California

By Charles Allman
Elizabeth King
Assistant Clerk

APPROVED AS TO CONTENT:

Angela Freitas, Director

Planning and Community Development Department

Angela Freitas
Director

APPROVED AS TO FORM:

John P. Doering County Counsel

Thomas E. Boze
Deputy County Counsel

# **CITY OF OAKDALE**

By Pat Paul Mayor
ATTEST:
By <u>Siyky Siraua</u> Kathy Telxeira  City Clerk
APPROVED AS TO CONTENT:
Bryan Whitemyer City Manager
APPROVED AS TO FORM:
By Tom Hallinan City Attorney

September 15, 2014

Dated

#### 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, 2014.

#### WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant ("CDBG") program for FY 2014-2015 in the amount \$2,139,064 as an "Urban County" as set forth under Title I of the Housing and Community Development Act of 1974, and Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended by the Housing and Community Development Act of 1992; and

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. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

WHEREAS, COUNTY and CITY desire to enter into this Allocation Agreement ("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	\$595,270
Ceres	\$238,452
Hughson	\$119,264
Newman	\$135,435
Oakdale	\$149,435
Patterson	\$135,285
Waterford	\$124,205
TOTAL	\$1,497,346

B. The Stanislaus Urban County shall also receive an amount not to exceed twenty percent of the total FY 2014-2015 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement. The following represents the Stanislaus Urban County administrative funding distribution breakdown:

Jurisdiction	Administration
Stanislaus County	\$313,988
Ceres	\$14,804
Hughson	\$14,804
Newman	\$14,804
Oakdale	\$14,804
Patterson	\$14,804
Waterford	\$14,804
TOTAL	\$402,812

- C. An amount not to exceed ten percent of the total FY 2014-2015 CDBG entitlement funds, \$213,906, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Stanislaus County CDBG Public Service Grant Program.
- D. An amount not to exceed \$25,000 shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).
- 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 consistent with the recommendations of the Policy Committee or the majority of the parties to this agreement.
- G. Each party has the responsibility to ensure its activities comply with the FY 2014-2015 grant program activities as identified in the FY 2014-2015 Stanislaus Urban County Annual Action Plan.
- H. Each party agrees to comply with OMB A-133 reporting requirements which set forth standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments expending Federal awards.
- I. Pursuant to Government Code section 6505, 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 FY 2014-2015 CDBG Annual Action Plan.
- 1.2 **Term.** This Agreement shall be in effect until June 30, 2015, or until all Fiscal Year 2014-2015 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. <u>COMPENSATION.</u>

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

FY 2014-2015 Stanislaus Urban County Subrecipient Agreement

- 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 September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2015; and (4) A fourth and final draw by June 30, 2015. All complete draw requests must be received before June 30, 2015.
- 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. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant 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.
- 2.6 Salaries. The salaries paid under this Agreement shall be in accordance with the following provision of OMB Circular A-87 and 24 CFR Part 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 80 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.

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- 3.1 General Use of Funds. Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570, and other regulations governing the Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.
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- 3.7 **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 24 CFR 85.43, suspension or termination of this agreement may occur if City materially fails to comply with any term of the grant agreement, or for convenience per 24 CFR 85.44.
- (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.
- Reversion of Assets. Upon grant expiration, 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) in excess of \$25,000 shall: (1) Be utilized in accordance with Section 3.1 General Use of Funds, of this agreement, until five years after expiration of the agreement; or (2) Not used in accordance with 3.1 of this agreement, in which event City shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG grant funds for the acquisition of, or improvement to, the property. No payment is required five years after the expiration of this agreement. All returned grant funds or payments shall be treated by County as program income.

### 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.
- 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.
- 4.4 **Eligible Stanislaus Urban County Areas.** Program beneficiaries must reside within the income eligible Stanislaus Urban County areas as defined by HUD or 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.
- 4.5 **Environmental Review Record.** City 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 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.

#### 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 Reports. City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter.
- 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 or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by City. Further, County has 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 procedures to ensure: (1) The confidentiality of records pertaining to all program participants; (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the 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 2014-2015 and previous fiscal years. City agrees to provide additional audits upon request.

# 6. <u>UNIFORM ADMINISTRATIVE REQUIREMENTS.</u>

- 6.1 **General Uniform Administrative Requirements.** City shall comply with 24 CFR 570.502-Uniform Administrative Requirements and the requirements and standards of 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 FY 2014-2015 Stanislaus Urban County Subrecipient Agreement\_ 5\_

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. (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. 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, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex:
- (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 religious belief.
- 8.3 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 101(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. CONFLICTS OF INTEREST.

- 9.1 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).
- 9.2 Conflict of Interest. City shall comply with 24 CFR 84.42, which prohibits 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.
- 9.3 **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 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.
- 9.4 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.

### 10. DRUG-FREE WORK PLACE.

10.1 **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.

### 11. LEAD BASED PAINT POISONING PREVENTION.

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

12.2 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) 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 under the following conditions: (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.

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

## 13. GENERAL TERMS AND CONDITIONS.

- 13.1 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: (1) City does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) City does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 13.2 **Assignment.** Without written consent of County, this Agreement is not assignable by City, either in whole or in part.
- 13.3 **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.
- 13.4 **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.
- 13.5 **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.
- 13.6 **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 12.2.
- 13.7 **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: Planning Director 1010 Tenth Street, Suite 3400

Modesto, CA 95354

To City:

City of Patterson

Department of Planning

P.O. Box 667

Patterson CA 95363

- 13.8 **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.
- 13.9 **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.
- 13.10 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**

Ву	Jim DeMartini Chairman of the Board of Supervisors	 	
ΑΤΊ	FST: Christine Ferraro-Tallman		

Clerk of the Board of Supervisors of the County of Stanislaus, State of California

By Mustine Allman Elizabeth King Assistant Clerk

APPROVED AS TO CONTENT:

Angela Freitas, Director

Planning and Community Development Department

By Angela Freitas
Director

APPROVED AS TO FORM:

John P. Doering County Counsel

Thomas E. Boze
Deputy County Counsel

# **CITY OF PATTERSON**

By Luis I. Molina Dated

Mayor

Dated

ATTEST:

Maricela L. Vela City Clerk

APPROVED AS TO CONTENT:

Ken Irwin

Interim City Manager

APPROVED AS TO FORM:

Tom Hallinan City Attorney

#### 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, 2014.

#### WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant ("CDBG") program for FY 2014-2015 in the amount \$2,139,064 as an "Urban County" as set forth under Title I of the Housing and Community Development Act of 1974, and Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended by the Housing and Community Development Act of 1992; and

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. 2014-165, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

WHEREAS, COUNTY and CITY desire to enter into this Allocation Agreement ("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	\$595,270
Ceres	\$238,452
Hughson	\$119,264
Newman	\$135,435
Oakdale	\$149,435
Patterson	\$135,285
Waterford	\$124,205
TOTAL	\$1,497,346

B. The Stanislaus Urban County shall also receive an amount not to exceed twenty percent of the total FY 2014-2015 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement. The following represents the Stanislaus Urban County administrative funding distribution breakdown:

Jurisdiction	Administration
Stanislaus County	\$313,988
Ceres	\$14,804
Hughson	\$14,804
Newman	\$14,804
Oakdale	\$14,804
Patterson	\$14,804
Waterford	\$14,804
TOTAL	\$402,812

- C. An amount not to exceed ten percent of the total FY 2014-2015 CDBG entitlement funds, \$213,906, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Stanislaus County CDBG Public Service Grant Program.
- D. An amount not to exceed \$25,000 shall be allocated for Urban County Fair Housing activities, as defined in 24 CFR Part 570.206 (c).
- 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 consistent with the recommendations of the Policy Committee or the majority of the parties to this agreement.
- G. Each party has the responsibility to ensure its activities comply with the FY 2014-2015 grant program activities as identified in the FY 2014-2015 Stanislaus Urban County Annual Action Plan.
- H. Each party agrees to comply with OMB A-133 reporting requirements which set forth standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments expending Federal awards.
- I. Pursuant to Government Code section 6505, 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 FY 2014-2015 CDBG Annual Action Plan.
- 1.2 **Term.** This Agreement shall be in effect until June 30, 2015, or until all Fiscal Year 2014-2015 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. <u>COMPENSATION.</u>

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

FY 2014-2015 Stanislaus Urban County Subrecipient Agreement

- 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 September 15, 2014; (2) A second draw by December 15, 2014; (3) A third draw by March 15, 2015; and (4) A fourth and final draw by June 30, 2015. All complete draw requests must be received before June 30, 2015.
- 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. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all requested expenses are specific to carrying out the grant 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.
- 2.6 Salaries. The salaries paid under this Agreement shall be in accordance with the following provision of OMB Circular A-87 and 24 CFR Part 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 80 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 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 OMB Circular No. A-87 "Cost Principles for State, Local, and Indian Tribal Governments," such funds shall be returned to the County.

- 3.7 **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 24 CFR 85.43, suspension or termination of this agreement may occur if City materially fails to comply with any term of the grant agreement, or for convenience per 24 CFR 85.44.
- (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.
- Reversion of Assets. Upon grant expiration, 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) in excess of \$25,000 shall: (1) Be utilized in accordance with Section 3.1 General Use of Funds, of this agreement, until five years after expiration of the agreement; or (2) Not used in accordance with 3.1 of this agreement, in which event City shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG grant funds for the acquisition of, or improvement to, the property. No payment is required five years after the expiration of this agreement. All returned grant funds or payments shall be treated by County as program income.

## 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.
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- 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 or any authorized representative shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by City. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.
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- 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 2014-2015 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-Uniform Administrative Requirements and the requirements and standards of 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 FY 2014-2015 Stanislaus Urban County Subrecipient Agreement\_ 5 \_

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. (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. 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, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics), marital status, age, political affiliation or sex:
- (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 religious belief.
- 8.3 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 101(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. CONFLICTS OF INTEREST.

- 9.1 **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).
- 9.2 Conflict of Interest. City shall comply with 24 CFR 84.42, which prohibits 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.
- 9.3 **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 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.
- 9.4 **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.

#### 10. DRUG-FREE WORK PLACE.

10.1 **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.

#### 11. LEAD BASED PAINT POISONING PREVENTION.

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

12.2 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. (1) 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 under the following conditions: (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.

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

# 13. GENERAL TERMS AND CONDITIONS.

- 13.1 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: (1) City does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) City does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.
- 13.2 **Assignment.** Without written consent of County, this Agreement is not assignable by City, either in whole or in part.
- 13.3 **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.
- 13.4 **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.
- 13.5 **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.
- 13.6 **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 12.2.
- 13.7 **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: Planning Director 1010 Tenth Street, Suite 3400

Modesto, CA 95354

To City: City of Waterford

Department of Planning

P.O. Box 199

Waterford CA 95386

- 13.8 **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.
- 13.9 **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.
- 13.10 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**

Jim DeMartini

Chairman of the Board of Supervisors

ATTEST: Christine Ferraro-Tallman Clerk of the Board of Supervisors of the County of Stanislaus, State of California

**Assistant Clerk** 

APPROVED AS TO CONTENT:

Angela Freitas, Director

Planning and Community Development Department

Ву

Angela Freitas

Director

APPROVED AS TO FORM:

John P. Doering County Counsel

Thomas E. Boze

**Deputy County Counsel** 

## **CITY OF WATERFORD**

By	<u> </u>	9/4/2014
Charlie Goeken Mayor		Datèd
ATTEST:		
By Cori Martin City Clerk	the '	
APPROVED AS TO COI	YTENT:	
By Tim Ogden City Manager		
APPROVED AS TO FOR	RM:	

By Corbett Browning Richard T. Marchini
City Attorney Deputy City Afformery

# **CITY OF WATERFORD**

By Charlie Goken Charlie Booken Mayor	9/2/2014 Dated
ATTEST:	
By LoniMartin Loni Martin City Clerk	
APPROVED AS TO CONTENT:	
By Jim Ogden Timp: @galept: City Manager	
APPROVED AS TO FORM:	
By Corbett Browning City Attorney	