

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

DEPT: Planning And Community Development BOARD AGENDA #: 9:05 a.m.

AGENDA DATE: April 26, 2016

SUBJECT:

Approval to Close the 30-day Public Comment Period and Conduct a Public Hearing to Consider Approval of the Fiscal Year 2016-2017 Annual Action Plan (AAP) and the Filing of a Notice of Exemption

BOARD ACTION AS FOLLOWS:

No. 2016-209

On motion of Supervisor DeMartini, Seconded by Supervisor O'Brien
and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None


1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

ATTEST: 
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Planning And Community Development
Urgent ☐ Routine ☒

BOARD AGENDA #: 9:05 a.m.

AGENDA DATE: April 26, 2016

AF

CEO CONCURRENCE: _____

4/5 Vote Required: Yes ☐ No ☒

SUBJECT:

Approval to Close the 30-day Public Comment Period and Conduct a Public Hearing to Consider Approval of the Fiscal Year 2016-2017 Annual Action Plan (AAP) and the Filing of a Notice of Exemption

STAFF RECOMMENDATIONS:

1. Close the 30-day public comment period and conduct a public hearing.
2. Approve the filing of a Notice of Exemption finding that the proposed approval is Exempt under provisions of the California Environmental Quality Act (CEQA) pursuant to State Guidelines.
3. Approve the Fiscal Year 2016-2017 Annual Action Plan (AAP) and authorize staff to submit to the Department of Housing & Urban Development (HUD).
4. Authorize the Director of Planning and Community Development to sign and submit to HUD the Application for Federal Assistance (SF-424) and Community Development Block Grant (CDBG), and Emergency Solutions Grants (ESG) Program certifications.
5. Authorize the County Chief Executive Officer to sign the Fiscal Year 2016-2017 Subrecipient Agreements with each Stanislaus Urban County member.
6. Authorize the County Chief Executive Officer to sign the Fiscal Year 2017-2020 Community Development Block Grant (CDBG) Stanislaus Urban County and HOME Investment Partnerships (HOME) Consortium Cooperation Agreements.
7. Authorize the Director of Planning and Community Development to execute any related program agreements, contracts, or other documentation required for implementation of CDBG, ESG, HOME Investment Partnerships Program (HOME), 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.
8. 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 documents and to make alterations to the documents as directed by HUD, provided alterations are technical in nature and do not alter the approved programs or funding allocations.

Approval to Close the 30-day Public Comment Period and Conduct a Public Hearing to Consider Approval of the Fiscal Year 2016-2017 Annual Action Plan (AAP) and the Filing of a Notice of Exemption

DISCUSSION:

This is a request to close a 30-day public review period, and conduct a public hearing to consider approval of the Fiscal Year 2016-2017 Annual Action Plan (AAP).

Federal regulations require a 30-day public comment period prior to local approval of an AAP. The draft AAP to be considered for approval is provided as Attachment "1" of this report and was available for public review between March 15, 2016 and April 26, 2016 at the Planning Departments of each member of the Stanislaus Urban County, and online at: <http://www.stancounty.com/planning/cdbg/plans-and-reports.shtm>.

Over 500 stakeholders were also notified via email of the 30-day public comment period, the availability of the draft documents and the April 26, 2016 Board hearing. The version being proposed for adoption includes minor changes including formatting, the minor adjustments to program narratives to address consistency, the inclusion of statistical information not available as of the date of release, and the clarification of some statistical data.

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

The draft AAP released for public comment has been presented at various community meetings throughout the Stanislaus Urban County (including meetings with each of the respective partner cities, County Municipal Advisory Councils requesting presentations, and the Stanislaus County Continuum of Care). No public comments have been received regarding the draft AAP.

The Fiscal Year 2016-2017 AAP covers year two of the Stanislaus Urban County's 2015-2020 CDBG Consolidated Plan (CP) and describes the specific projects and activities that will be undertaken during the Fiscal Year.

FISCAL YEAR 2016-2017 ANNUAL ACTION PLAN (AAP)

Community Development Block Grant (CDBG) and Emergency Solutions Grants (ESG) Program Fiscal Year 2016-2017 Funding Allocations

As announced by HUD on February 16, 2016, the Stanislaus Urban County's CDBG and ESG allocations for Fiscal Year 2016-2017 will be:

• CDBG	\$2,171,255
• ESG	<u>\$ 197,836</u>
TOTAL	\$2,369,091

The allocations reflect a 1.2% reduction in CDBG funding and a 3.8% increase in ESG funding from the previous Fiscal Year allocation. The allocations to each respective Stanislaus Urban

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County member reflected in the table below have been determined based on the above funding projections and U.S. Census poverty and population data.

TABLE ONE
FISCAL YEAR 2016-2017 CDBG AND ESG ALLOCATION ESTIMATES

Urban County Member	Activities	Administration	Total
Ceres	\$242,040	\$15,027	\$257,067
Hughson	121,058	15,027	136,085
Newman	137,473	15,027	152,500
Oakdale	151,683	15,027	166,710
Patterson	137,321	15,027	152,348
Waterford	126,074	15,027	141,101
Stanislaus County	604,229	319,089	923,318
Public Services	217,126		217,126
Fair Housing		25,000	25,000
CDBG Subtotal	\$1,737,004	\$434,251	\$2,171,255
ESG	182,999	14,837	197,836
Total	\$1,920,003	\$449,088	\$2,369,091

Final allocation amounts for each Stanislaus Urban County member are subject to final HUD approval of the AAP and will be adjusted proportionately if required.

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

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 and investigation. The cost of providing a fair housing program is subject to the 20% administrative funding cap. The Stanislaus Urban County annually complies with this requirement by contracting with a fair housing service provider selected through a competitive Request for

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Proposal process. Project Sentinel, the Stanislaus Urban County's current fair housing service provider, submitted the only proposal for Fiscal Year 2016-2017.

The following is an overview of the projects and activities, by funding source, to be undertaken in Fiscal Year 2016-2017:

Community Development Block Grant (CDBG) Funding

The following is an overview of Stanislaus Urban County jurisdiction specific activities to be undertaken in Fiscal Year 2016-2017:

Stanislaus County:

Airport Neighborhood Sewer Infrastructure Project: This project will provide a sewer system with street overlays serving the unincorporated Airport Neighborhood. Engineering and design of the sewer infrastructure, for the entire project, has been completed in partnership with the City of Modesto, and construction of the first phase of the project, funded by CDBG funds, has been completed.

Stanislaus County is currently seeking California State Water Resources Board (CSWRB) grant funds to continue construction on the remaining phases of the project; however, if awarded, CSWRB funds are not anticipated to completely cover the remaining costs of project construction. It is anticipated that additional CDBG funds will be needed for project completion.

Empire Storm Drain Project: This 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). The project was engineered and designed to build a positive storm drainage system and as such, Phase 1A originally the first phase of four intended 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, the construction of additional project phases, estimated to cost approximately \$15 million, cannot proceed due to funding constraints.

In an effort to identify a lower-cost option to complete the remaining phases of the project, a feasibility study for a Low Impact Development (LID) swale storm drainage system was completed. The LID system was presented at a February 17, 2015, community meeting; however, it was not supported by the Empire residents.

In response to feedback received from Empire residents, the project has been redesigned to provide for a targeted storm drainage system and traffic safety improvements, including a roundabout and sidewalks for safe routes to school for children and general pedestrian use, for the residential neighborhood generally bounded by 3rd Street on the north, Yosemite Boulevard on the south, "G" Street on the east and "A" Street on the west.

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Stanislaus County Public Works has initiated proceedings for the annexation of the project area into the Community Services Area (CSA) 27-Empire. Construction of the project is contingent upon success of the proposed CSA annexation which is needed to provide for the ongoing maintenance and operation of the targeted storm drain system and other improvements once the infrastructure has been constructed.

The actual expenditure of CDBG funds for either of the Stanislaus County infrastructure projects will be dependent on future approvals by the Board of Supervisors. Staff will return to the Board of Supervisors for funding approval and authorization to proceed with project construction once the outcome of the CSWRB grant funding request and CSA annexation proceedings are finalized.

Neighborhood Revitalization Strategy Areas (NRSAs): The NRSA Plan for the Parklawn and Airport Neighborhoods, approved by HUD in December 2012, covers a five year period (Fiscal Years 2012-2017) during which CDBG and other grant funds were proposed to be targeted to these 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 Airport sewer project and continuing efforts to develop properties purchased through the Stanislaus Urban County's Neighborhood Stabilization Program (NSP) in the Parklawn and Airport neighborhoods, staff will continue to work with neighborhood residents and existing non-profit organizations to pursue establishing a Community Based Development Organization (CBDO) and to provide resource information to the communities. A CBDO has the primary purpose of improving the physical, social, economic environment of its service area by addressing one or more critical problems in the area, with particular attention to the needs of low to moderate income persons. A total of \$2,936.94 in prior Fiscal Year CDBG funding approved for NRSA activities is proposed to be utilized to fund The Salvation Army Red Shield's At Risk Teen Program in Fiscal Year 2016-2017. Additional information is included in the Public Services Program section.

City of Ceres:

The City of Ceres will begin construction on the Sequoia Tract - Sequoia Village Farm Labor Camp Americans with Disabilities Act (ADA) Improvements Project. The boundary area for this project is Arthur Way to the west, Darrah Street to the north, Fourth Street to the east and Herndon Way to the south. The project will result in the installation of approximately 45 ADA compliant ramps with minor sidewalk repairs where needed and required. The City will also continue with phase 2 of their Nadine and Evans Road Infrastructure project that will provide curb, gutter, sidewalk and matching AC storm drainage.

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City of Hughson:

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

City of Newman:

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

City of Oakdale:

The City of Oakdale will complete their work on their Davitt Avenue Infrastructure project and begin design work and construction of their Block 3 Flood Control Project. The project will provide improved flood control measures for the area of West H Street, West I Street, South Wood Street, Wanda Way and Hinkley Avenue.

City of Patterson:

The City of Patterson will complete work on their 4th Street infrastructure improvements and begin construction of the first phase of the 5th Street Infrastructure Project. The project will consist of a water main replacement and installation of curb, gutter, storm drain, sidewalks, and street repaving. The project is located on 5th Street and is bounded by E Street to the north and C Street to the south, and is part of the greater Downtown Infrastructure Improvements Project.

City of Waterford:

The City of Waterford will begin the first construction phase of the South Becky Way Storm Drainage Infrastructure. The project will place a positive storm drain system in the area to replace an inadequate existing rock/dry well drain system. The city has restructured their Small Business Assistance Program and, pending County and HUD approval, will continue to offer it to its residents during the next fiscal year.

Projects proposed in the cities of Hughson, Newman, Patterson, Waterford, and the unincorporated community of Empire are not located within a Low-Moderate Area (LMA) as reflected in HUD's 2010 Census Block Group data and, as such, do not meet the LMA benefit requirements allowing projects to proceed without individual door-to-door income surveys being conducted. An income survey is needed to verify that at least 51% of the households in the project are area low-income, thus meeting CDBG income eligibility thresholds.

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County staff has developed a survey tool meeting HUD's standards and will be coordinating with cities to conduct all necessary surveys prior to the release of Fiscal Year 2016-2017 funding, in order to not delay project implementation. Considering known neighborhood conditions and neighborhood demographics, there is confidence that the identified project areas will meet CDBG LMA income eligibility thresholds; however, if an area fails to meet the eligibility threshold, an amendment to the AAP to identify an alternative project may be required.

In Fiscal Year 2015-2016, the cities of Newman and Waterford entered into an agreement to shift \$100,000 of Newman's allocation to Waterford and, in return, Waterford would shift \$100,000 of their Fiscal Year 2016-2017 allocation to the City of Newman. To date, the City of Waterford has not utilized the shifted allocation and is not anticipated to do so before the end of Fiscal Year 2015-2016. As such, in Fiscal Year 2016-2017 the City of Newman will have available both the \$100,000 from their Fiscal Year 2015-2016 allocation and their Fiscal Year 2016-2017 allocation, and the City of Waterford will not be obligated to shift \$100,000 of their Fiscal Year 2016-2017 allocation.

In addition to jurisdiction specific activities, CDBG funds will be used to fund the following programs throughout the Stanislaus Urban County in Fiscal Year 2016-2017:

Economic Development

Stanislaus County, in partnership with the Alliance Small Business Development Center (SBDC), began a Technical Assistance program for small businesses located within the Stanislaus Urban County in Fiscal Year 2015-2016 and the program will continue throughout Fiscal Year 2016-2017. An American's with Disabilities (ADA) Compliance Assistance Program will continue to be developed with guidance from HUD. CDBG funds approved in prior years for economic development activities will be utilized to fund these activities.

Fair Housing Program

As a HUD mandated requirement, the Urban County must provide a fair housing program designed to combat impediments to fair housing choice through outreach, education and investigation. The Urban County annually complies with this requirement by contracting with a fair housing service provider to seek cooperation of owners and property managers, and provide appropriate information and referrals in an effort to prevent housing discrimination. Fiscal Year 2016-2017 funding includes an allocation of \$25,000 for Fair Housing and Tenant/Landlord Services to be provided by Project Sentinel.

Public Services Grants (PSG)

CDBG funds allow the opportunity for the Stanislaus Urban County to fund non-profit organizations that provide public services. In accordance with HUD public services cap regulations, approximately ten percent of the total Fiscal Year 2016-2017 CDBG allocation, estimated to be \$217,216, is proposed to be set-aside for this purpose. As part of this funding cycle, the Stanislaus Urban County received and reviewed twenty-six (26) competitive applications for PSG funding. Organizations that have applied for PSG funding include, but

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are not limited to, organizations that provide services to at-risk youth, seniors, and the homeless. The draft AAP includes PSG funding recommendations for the following organizations:

Court Appointed Special Advocates (CASA) – Direct Services Project
Center for Human Services – Ceres Partnership for Healthy Children Resource Center
Center for Human Services – Oakdale Family Resource Center
Center for Human Services – Westside Family Resource Center
Children’s Crisis Center – Guardian House Program
Children’s Crisis Center – Marsha’s Shelter Program
Children’s Crisis Center – Verda’s Children Shelter Program
Disability Resource Agency for Independent Living – Assistive Technology Program
Family Promise – Renter Restoration Program
Healthy Aging Association – Young at Heart Program
The Salvation Army Red Shield – Tutoring and Computer Program
The Salvation Army Red Shield – At Risk Teen Program (NRSA funding, see Page 5)
Second Harvest Food Bank – Food Assistance Program

Attachment “2” includes a list of all PSG applications, along with Emergency Solutions Grants (ESG) Program applications discussed later in this report, received (in order of highest to lowest ranking) with applications recommended for funding reflected in bold and italic print. Recommendations for funding were made by a review panel consisting of eight members: one representative from each of the seven Stanislaus Urban County members and a representative from the Stanislaus County Continuum of Care.

Upon approval, technical adjustments may be needed if a funded organization fails to meet contract requirements or is found to be ineligible to receive funds. All funding recommendations are subject to final HUD approval. If an organization is found to no longer be eligible, funding will be awarded to the next highest ranking organization.

In the case where an approved PSG program becomes eligible for alternative County funding, their PSG funds may be awarded to the next highest ranking organization once the alternative funding is fully secured. Healthy Aging Association’s Young at Heart Program may be eligible to receive alternative funding from the County’s Parks Department; however, a decision to award alternative funding will not occur until after the April 26th approval of the PSG funding recommendations.

Neighborhood Stabilization Program (NSP)

The Stanislaus Urban County will continue the implementation of the NSP Program to increase the affordable housing stock within Stanislaus County. In Fiscal Year 2016-2017, NSP Program Income will continue to be available to all Stanislaus Urban County members to fund the removal of blighted and dangerous buildings in NSP target areas. County staff will also continue to work with the Housing Authority of Stanislaus County to finalize plans for the development of the remaining inventory of properties acquired using NSP funds.

Emergency Solutions Grants (ESG) Program Funding

As with PSG funding, ESG funds allow the opportunity for the Stanislaus Urban County to fund non-profit organizations that provide public services to the homeless. ESG funds will be used to provide operational and essential services funding for transitional and emergency homeless shelters, development and training of the Homeless Management Information System (HMIS), and to provide financial assistance, in combination with case management, to stabilize housing for persons experiencing homelessness or who are at-risk of becoming homeless. This year, the Stanislaus Urban County received and reviewed eight (8) ESG competitive applications for funds (the application review was conducted by the same review committee identified above for PSG funding). The draft AAP includes ESG funding recommendations for the following organizations:

Community Housing and Shelter Services – Homeless Prevention & Rapid Re-Housing Program (HPRP)

Community Housing and Shelter Services – Homeless Management Information System HMIS
Family Promise – New Beginnings Shelter to Solutions Program

The Salvation Army – Emergency Shelter Program

The Salvation Army – Outreach Program (previously identified as the “Shelter Case Management Program”)

We Care Program – Emergency Cold Weather Shelter

Upon approval, technical adjustments may be needed if a funded organization fails to meet contract requirements or is found to be ineligible to receive funds. All funding recommendations are subject to final HUD approval. If an organization is found to no longer be eligible, funding will be awarded to the next highest ranking organization.

As of March 30, 2016, Stanislaus County was approved by the California Department of Housing and Community Development (HCD) as an Administrative Entity (AE) to administer State Emergency Solutions Grants (ESG) Program funds in collaboration with the local Continuum of Care (CoC). A Notice of Funding Availability will be released within 30 days to receive eligible program proposals for these funds. Approximately \$569,976 has been allocated to the County to distribute to eligible service providers. Staff will work with the CoC to address gaps and services in the community and align with the priorities of the Focus on Prevention Initiative.

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.

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

- Affordable housing development;
- Low-income first time homebuyer down payment assistance;

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- Owner-occupied housing rehabilitation assistance; and
- Program administration.

The Fiscal Year 2016-2017 HOME Consortium allocation is \$953,712 (allocation amount for the entire HOME Consortium). Fiscal Year 2016-2017 program funding will be determined and adopted by the City of Turlock.

Currently, the City of Turlock contracts independently with each of the Stanislaus Urban County members. Public release of the City of Turlock's Fiscal Year 2016-2017 AAP detailing HOME activities to be undertaken and funding allocations among the HOME Consortium members is pending.

Environmental Determination

The AAP is a strategic planning and finance document. In accordance with the California Environmental Quality Act (CEQA) Section 15378 (b)(4) and the National Environmental Policy Act (NEPA), the actions of planning and financing is not a project. Per environmental review regulations in 24 CFR 58, entitlement jurisdictions assume the responsibility for environmental review and decision-making under NEPA. An administrative or management activity is exempt under 58.34(a)(3). Prior to the commitment or release of funds for any proposed project, environmental reviews or assessments are completed and certification is made that the review procedures under CEQA, HUD, and NEPA regulations have been satisfied for each particular project.

POLICY ISSUE:

Federal Community Development Block Grant (CDBG), Emergency Solutions Grants (ESG) Program and HOME Investment Partnerships Program (HOME) funding will serve to provide needed infrastructure improvements, housing, economic development, homeless prevention, rapid re-housing, shelter and public services to individuals and families throughout Stanislaus County.

The programs and services outlined in the Annual Action Plan (AAP) are consistent with the goals and objectives of the Stanislaus Urban County's Consolidated Plan, Stanislaus County's Focus on Prevention efforts, and the General Plans, specifically the Housing Elements, of the respective Stanislaus Urban County members.

FISCAL IMPACT:

Based on current Housing and Urban Development (HUD) funding projections, the Stanislaus Urban County's Community Development Block Grant (CDBG) and Emergency Solutions Grants (ESG) Program allocations for Fiscal Year 2016-2017 are estimated to be \$2,369,091. This funding, along with unspent prior fiscal year funding, is available to Stanislaus County during multiple years until it is drawn down. Unspent prior fiscal year funds and identified projects have been included in prior year AAPs approved by the Board of Supervisors. Appropriations for projects identified in prior year approved AAPs have been included in the Department's Fiscal Year 2016-2017 requested Proposed Budget. The oldest allocation funds

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are required to be drawn first. Currently Stanislaus County has CDBG allocation money available as far back as Fiscal Year 2011-2012 and ESG allocation money available back to Fiscal Year 2014-2015. The AAP is a required submittal to HUD and is used to obligate the funds and establish the operational plan for the listed projects within the plan. Appropriations will be requested through the Fiscal Year 2016-2017 Proposed Budget process.

Cost of recommended action:	\$	2,369,091
Source(s) of Funding:		
Community Development Block Grant (CDBG)	\$	2,171,255
Emergency Solutions Grant (ESG)	\$	197,836
Funding Total:	\$	2,369,091
Net Cost to County General Fund	\$	-

Fiscal Year:

2016/2017

Budget Adjustment/Appropriations needed:

No

appropriations to be requested through the Fiscal Year 2016/2017 Proposed Budget request process

Fund Balance as of 3/31/2016:

Community Development Block Grant	\$	112,582
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BOARD OF SUPERVISORS' PRIORITY:

Approval of the proposed Annual Action Plan (AAP) furthers the following Board 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.

STAFFING IMPACT:

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

CONTACT PERSON:

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

ATTACHMENT(S):

1. Draft Fiscal Year 2016-2017 Annual Action Plan
2. Public Services Grant (PSG) and Emergency Solutions Grants (ESG) Program Listing of Applications Received and Ranking
3. Notice of Exemption

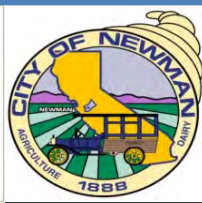
Attachment 1



Annual Action Plan DRAFT Fiscal Year 2016-2017 for

Community Development Block Grant Program
(CDBG)
& Emergency Solutions Grants (ESG) Program

STANISLAUS URBAN COUNTY



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

April 2016

**STANISLAUS COUNTY
BOARD OF SUPERVISORS**

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District 2 Vito Chiesa
District 3 Terry Withrow
District 4 Dick Monteith, Chairman
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Councilmember John Gothan
Councilmember Ken Krause



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Executive Summary

Introduction

Every year the United States Department of Housing and Urban Development (HUD) provides funding for housing and community development programs to the Stanislaus Urban County, specifically Community Development Block Grant (CDBG), Emergency Solutions Grants (ESG) Program, and HOME Investment Partnerships Program (HOME) grant. In order to receive these funds, the Stanislaus Urban County must complete a Consolidated Plan (Con Plan) every 3 to 5 years and an annual report called the Annual Action Plan. The Regional Consolidated Plan for Fiscal Years 2015-2020 was adopted in May 2015 by the Board of Supervisors and identifies housing and community development activities for the next five fiscal years. This document is the Fiscal Year 2016-2017 Stanislaus Urban County Annual Action Plan (AP) for Year 2 of the Con Plan. The majority of this document is generated through the HUD Integrated Disbursement and Information System IDIS system.

Geographic Terms

Throughout this document the following geographic terms will be used.

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

Needs Assessment Overview

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

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

1. Increase supply of affordable rental housing for Stanislaus Urban County’s lowest-income households.
2. Preserve existing affordable housing stock.
3. Provide housing and services to special needs populations.

4. Increase access to homeownership opportunities for Stanislaus Urban County residents.
5. Provide funding for public facility improvements.
6. Promote economic development activities in the Stanislaus Urban County.

Citizen Participation Process and Public Comments

The community outreach process included community meetings in the County and each City in the Urban County and two stakeholder meetings to receive comments on the Fiscal Year 2016-2017 Annual Action Plan and its process. No comments were received at any of the community meetings held in the County and Cities. Meetings were held in the following dates, time and locations:

<u>JURISDICTION</u>	<u>DATE</u>	<u>TIME</u>	<u>LOCATION</u>	<u>ADDRESS</u>
Stanislaus	2/17/16	<u>12:00pm</u>	County Admin. Building Tenth Street Place	Basement Training Room 1010 10 th St., Modesto
Ceres	2/22/16	<u>6:00pm</u>	Community Center Upstairs Classroom	2701 Fourth St., Ceres
Hughson	2/8/16	<u>5:30pm</u>	Hughson City Council Chambers	7018 Pine St., Hughson
Newman	3/7/16	<u>5:00pm</u>	Newman City Council Chambers	938 Fresno St., Newman
Oakdale	2/16/16	<u>3:30pm</u>	Community Development Dept.	455 South Fifth Ave., Oakdale
Patterson	2/24/16	<u>7:00pm</u>	Patterson City Hall	1 Plaza, Patterson
Waterford	2/18/16	<u>6:00pm</u>	Council Chambers	101 E St., Waterford
MUNICIPAL ADVISORY COUNCILS				
Denair	3/1/16	<u>7:00pm</u>	Denair Unified School District Leadership Center	3460 Lester Road, Denair
Valley Home	4/20/16	<u>6:30pm</u>	Valley Home Library	13231 Pioneer Avenue, Valley Home

- Stakeholder Meeting #1, September 10, 2015, a Public Services Stakeholders meeting was held to discuss the public services grant application process and scoring criteria. About 25 agency representatives attended and provided feedback and suggestions for the process. Several suggestions were integrated to improve the public services grant application process and scoring evaluation.
- Stakeholder Meeting #2, March 17, 2016, Continuum of Care meeting – No comments were received.

Public Comment Period and Public Hearing Comments

The Stanislaus Urban County Public Comment period was from March 15, 2016 to April 26, 2016. Comments pending.

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

None.

Expected Resources

AP-15 Expected Resources - 91.220(c)(1,2)

Introduction

During Fiscal Year 2016-2017, Stanislaus Urban County expects to receive \$2,171,255 in Community Development Block Grant (CDBG) program funding and \$197,836 in Emergency Solutions Grant (ESG) Program funding. CDBG program income consists of approximately \$400.00 a month unless there's a significant payoff from an existing loan, which will be spent down prior to Fiscal Year 2016-2017 program funds. The amount of prior year CDBG funds is approximately \$2,743,649 and \$113,024 in ESG funds. Approximately \$569,976 in state ESG funding has been allocated by the California Department of Housing and Community Development (HCD) to be expended by 2018. However, Economic Development activities, to be used on a Stanislaus Urban County-wide basis, will be funded with \$140,000 of prior year funds, with approximately \$60,000 estimated to be spent down during the Fiscal Year 2016-2017. Stanislaus County also currently has a balance of \$865,000 in CalHome funding, of which \$100,000 is anticipated to be utilized during the Fiscal Year 2016-2017 on down payment assistance activities and \$200,000 on housing rehabilitation activities.

Anticipated Resources

Table 1 - Expected Resources – Priority Table

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 2				Expected Amount Available Remainder of Con Plan: \$
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total:\$	
CDBG Stanislaus Urban County	Public-Federal	Planning Administration Economic Development, Public Infrastructure Improvements, Fair Housing Services, and Public Services	\$2,171,255	County \$400.00	\$2,743,649	\$4,915,304	\$6,513,765
Narrative Description: Majority of funds will be utilized for infrastructure projects. 10% will be set aside for public services. 20% for Admin. Prior year resources are projected to be \$2,743,649.00 that are allocated for infrastructure projects that includes \$140,000 set aside for Economic Development activities.							
ESG Stanislaus Urban County	Public - Federal	Homeless Programs, Data Management, and Administration	\$197,836	N/A	\$113,024	\$310,860	\$593,508
Narrative Description: Funds will be utilized for ESG program administration, emergency and transitional shelters, homeless management information system HMIS data entry, and homeless prevention and rapid re-housing services.							
CalHome Stanislaus County (Unincorporated County only)	Public-State	First-time homebuyers and/or Owner Occupied Housing Rehabilitation and Admin	N/A	N/A	\$100,000 – DPA \$200,000 – Rehab	\$100,000 – DPA \$200,000 – Rehab	\$300,000 – DPA \$292,000 – Rehab
Narrative Description: Funds will be used for first-time homebuyers and/or Owner-Occupied Housing Rehabilitation and Administration.							
State ESG Funds	Public-State	Homeless Programs, Data Management, and Administration	\$569,976	N/A	N/A	\$569,976	\$854,964
Narrative Description: Funds will be utilized for state ESG program administration, emergency and transitional shelters, homeless management information system HMIS data entry and homeless prevention and rapid re-housing services.							

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

The Stanislaus Urban County members will continue to use State of California funds (as they become available) designed to fund affordable housing projects and programs. Stanislaus County is currently a recipient of CalHome funds to provide down payment assistance to first-time homebuyers and owner-occupied housing rehabilitation assistance.

Program Income (PI)

CDBG, HOME Investment Partnerships Program (HOME), Neighborhood Stabilization Program (NSP), and CDBG-R Program Income 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.

URBAN COUNTY MEMBER STATE CDBG PROGRAM INCOME

Prior to joining the Stanislaus Urban County, several Stanislaus Urban County cities received CDBG funds directly from the State of California. Since joining the Stanislaus Urban County, the city of Waterford began collecting program income derived from loans made from their State grants and is reporting their program income through the Stanislaus Urban County.

Use of the funds through the Stanislaus Urban County simplifies the process for cities, which would otherwise have to establish a re-use plan with the State Department of Housing and Community Development. As the lead entity for the Stanislaus Urban County, Stanislaus County ultimately assumes the reporting and monitoring liabilities for State PI reported and used through the Urban County. In order to limit liability, the following criteria will need to be met in order for Stanislaus County to accept the oversight of State Program Income (PI):

- ◆ Adequate notice to Stanislaus County of the intent to use PI will need to be provided to allow for reporting via the Fiscal Year 2016-2017 Stanislaus Urban County Annual Action Plan (AAP).
- ◆ A re-use plan detailing a plan for the timely use of the PI, within the same Annual Action Plan fiscal year, will need to be established by the city and accepted by Stanislaus County.
- ◆ PI will need to be used towards a CDBG eligible activity reflected in an adopted Annual Action Plan and approved for funding by U.S. Department of Housing and Urban Development (HUD).

There is no State CDBG Program Income being reported for Fiscal Year 2016-2017 from any of the Stanislaus Urban County members.

Neighborhood Stabilization Program (NSP) 1 and 3 Program Income

The Stanislaus Urban County plans to use NSP 1 and 3 Program Income to remove blighted properties via the Abandoned and Dangerous Building (ADB) Program. The ADB is responsible for investigating requests from the public and public agencies regarding structures that pose a threat to the health and safety of unincorporated Stanislaus County communities. The ADB was integrated into the NSP program to effectively address issues of blight resulting from abandoned and dangerous buildings declared a nuisance in NSP target areas.

NSP General

The City of Oakdale will be working on a multi-family affordable housing project over this next fiscal year in which NSP Program Income funds may be used. The project plans to serve families with low incomes (80% of the area median income, or AMI), reference Table 6.

CALHOME

Stanislaus Urban County members will continue the use of State of California funds (as they become available) designed to fund affordable housing projects/programs. Stanislaus County is currently a recipient of CalHome funds, which provides down payment assistance to first-time homebuyers and owner-occupied housing rehabilitation assistance.

State Water Board Grant

Stanislaus County will continue pursuing California State Water Resources Control Board (Water Board) grant funds to assist in the completion of CDBG-funded infrastructure projects. With redevelopment agency funds no longer being a financial tool for capital improvement projects, Stanislaus County must now competitively apply for funds such as these to complete projects that are initiated with CDBG funds. Stanislaus County is currently working on its second application for the Airport Neighborhood Sewer Infrastructure Project.

State Emergency Solutions Grants (ESG) Program

Stanislaus County was approved by HCD as the Administrative Entity (AE) on March 30, 2016, to administer State ESG Program funds throughout the local CoC area. Approximately \$569,976 in State ESG Program funds have been allocated to the County to collaborate with the local CoC to provide rental assistance and shelter services. The County will use these funds to address gaps in services and needs that may not be addressed with the current federal ESG and CDBG funds.

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

The City of Oakdale intends to use a 3-acre NSP acquired property to develop a multi-family affordable housing complex over the consolidated plan period. The completion of the development financing and design will be completed by the Spring of 2017 with a construction starting in the Fall of 2017.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.220(c)(3)&(e)Goals Summary Information

Table 2 – Goals Summary

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve Infrastructure in Low-income Neighborhoods	2016	2020	Non-Housing Community Development	Ceres, Hughson, Newman, Oakdale, Patterson, Waterford, Unincorporated County	Public Infrastructure Improvements	CDBG (Urban County): \$1,519,878 in current year funds. (Prior fiscal year funds will also be used)	Public facility or infrastructure activities other than low/moderate income housing benefit: 2,400 persons assisted (cities only; Empire/Airport not counted)
2	Economic Development	2016	2020	Non-Housing Community Development	Ceres, Hughson, Newman, Oakdale, Patterson, Waterford, Unincorporated County	Economic Development	CDBG (Urban County): \$140,000 in prior year funds	Assist 75 small businesses with technical assistance and 50-75 businesses receive education on Federal/State accessibility requirement and/or business expansion.
3	Fair Housing and Tenant/Landlord Services	2016	2017	Non-Homeless Community Development	Ceres, Hughson, Newman, Oakdale, Patterson, Waterford, Unincorporated County	Fair Housing	CDBG (Urban County): \$25,000	320 extremely low-, very low-, low-, and moderate-income individuals.

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	Access to public services for low-income households and special populations	2016	2017	Non-Homeless Special Needs	Ceres, Hughson, Newman, Oakdale, Patterson, Waterford, Unincorporated County	Public Services for Extremely Low-, Low-, and Moderate-Income Households/Individuals and Special Populations	CDBG (Urban County): \$217,126	2,774 extremely low-, very low-, low-, and moderate-income individuals
5	Shelter/Outreach for Homeless Persons	2016	2017	Homeless	Countywide	Homelessness	ESG (Urban County): \$113,966 State ESG (\$323,519)	750 sheltered homeless individuals and families. Additional individuals and families will be assisted with state ESG funds but the numbers are unknown at this time.
6	Rapid Housing Re-for Homeless Persons	2016	2017	Homeless	Countywide	Homelessness	ESG (Urban County): \$34,860 State ESG (CoC Area): \$215,679	Housing for chronically homeless, homeless families with children, homeless veterans, and homeless persons without children 25 individuals; made up of 8 households. Additional individuals and families will be assisted with state ESG funds but the numbers are unknown at this time.

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Homeless Prevention for Extremely Low Income Households and Individuals	2016	2017	Homeless	Countywide	At Risk of Homelessness	ESG (Urban County): \$19,336	Prevention of homelessness for extremely low-income families with children, and at-risk individuals; 68 individuals, made up of 18 households
8	Homeless Services Data Collection	2016	2017	Homeless	Countywide	Homeless Data Collection	ESG: \$14,837 State ESG: \$15,389	Data collection 1 job maintained or created for data entry assistance

AP-35 Projects - 91.220(d)

Introduction

As shown in the previous section, AP 20 Annual Goals and Objectives, the Stanislaus Urban County has identified goals to address housing and community development needs between Fiscal Years 2015 and 2020. On an annual basis, the Stanislaus Urban County will try to achieve as many of these goals as feasible. Below are the proposed Fiscal Year 2016-2017 projects (also known as programs or activities). Wherever possible, the Stanislaus Urban County has identified specific projects.

Table 3 – Project Information

#	Project Name
1	Stanislaus County CDBG Program Administration
2	Stanislaus County Airport Neighborhood Sewer Project
3	Stanislaus County Empire Storm Drain Infrastructure Project
4	Fair Housing and Tenant/Landlord Services – Project Sentinel
5	City of Ceres – Project Administration
6	City of Ceres - Nadine and Evans Road Infrastructure Project Phase II
7	City of Ceres – Sequoia Tract-Sequoia Village Farm Labor Camp ADA Improvements
8	City of Hughson - Project Administration
9	City of Hughson - 2nd Street Infrastructure Project Phase I
10	City of Newman – Project Administration
11	City of Newman - Inyo Avenue Infrastructure Project Phase II
12	City of Newman – Q Street Sidewalk Improvement Project
13	City of Newman – Klehn Park ADA Improvements Project
14	City of Oakdale – Project Administration
15	City of Oakdale – Block 3 Flood Control Project- Design and Infrastructure Project
16	City of Patterson – Project Administration
17	City of Patterson – 4 th and 5 th Street Infrastructure Project Phase II
18	City of Waterford - Project Administration
19	City of Waterford – South Becky Way Storm Drainage Infrastructure Project
20	CASA of Stanislaus County – Direct Services Project (PSG)
21	Center for Human Services – Westside Family Resource Center (PSG)
22	Center for Human Services – Oakdale Family Resource Center (PSG)
23	Center for Human Services – Ceres Partnership for Healthy Children (PSG)
24	Children’s Crisis Center – Children’s Guardian Project (PSG)
25	Children’s Crisis Center – Marsha’s High Risk Infant/Toddler Shelter (PSG)
26	Children’s Crisis Center – Verda’s Children Shelter (PSG)
27	Disability Resource Agency for Independent Living – Assistive Technology Program (PSG)
28	Family Promise of Greater Modesto- Renter Restoration (PSG)
29	Salvation Army Red Shield – Tutoring and Computer Program (PSG)

30	Salvation Army Red Shield – At Risk Teen Program (NRSA- PSG)
31	Healthy Aging Association – Young At Heart Program (PSG)
32	Second Harvest Food Bank – Food Assistance Program (PSG)
33	ESG Program Administration
34	Community Housing and Shelter Services – HPRP Program (ESG)
35	Community Housing and Shelter Services – HMIS Project (ESG)
36	Family Promise of Greater Modesto- New Beginnings – Shelter to Solutions (ESG)
37	The Salvation Army - Shelter Program (ESG)
38	The Salvation Army – Outreach Program (ESG)
39	We Care Program – Emergency Cold Weather Shelter (ESG)

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

There are three specific goals for the CDBG/ESG programs. They are:

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

The Fiscal Year 2015-2020 Stanislaus Urban County / City of Turlock Regional Consolidated Plan (Con Plan) was designed to address the above program goals by outlining the Urban County's needs and priorities for the plan period. CDBG program funds are designed to serve those at or below 80% of the Area Median Income (AMI). The current 80% AMI in Stanislaus County for one (1) person is \$33,000 and a family of four (4) is \$47,100. If a project benefits a specific neighborhood or community, at least 51% of the population within that geographic boundary must be within this targeted income group (this is known as an "area benefit activity").

As stated above, CDBG area benefit activities must address the needs of low and moderate income persons residing in an area where at least 51% of the residents are of low-income. This is recognized by United States Department of Housing and Urban Development (HUD) as a Low/Moderate Area (LMA). With HUD's release of 2010 Census data in 2014, a number of areas that previously qualified as LMA are no longer eligible. Four Stanislaus Urban County partner members (Hughson, Newman, Patterson and Waterford) no longer contain any LMA areas according to the new Census data. The northeast portion of the Empire community (north of Yosemite Boulevard and east of Santa Fe Avenue) is also no longer eligible according to the new data.

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

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

During the AAP planning period, members of the Stanislaus Urban County will have the opportunity to "shift" their fiscal year allocations for other member(s) of the Stanislaus Urban County's future year allocation to address the need for larger sums of funding to complete infrastructure projects of larger scale.

Aside from the City of Ceres, most Stanislaus Urban County's city allocations range from \$136,000 to \$166,000 for infrastructure activities. Due to redevelopment funds no longer being an option for leverage funding, their annual CDBG allocation alone may not be enough to complete a larger scale project.

Any Stanislaus Urban County member that would like to shift their allocation with another member's future year allocation must enter into an independent agreement. Cities entering into agreement to shift funds, will be responsible for working out repayment terms amongst themselves if future allocations decline.

The yearly allocation for the HOME program includes Stanislaus County and its urban members. The allocation is also based on Census data population and poverty percentages amongst jurisdictions. The City of Turlock is the lead entity with responsibility for implementing and administering HOME funds for the HOME Consortium. Please refer to the City of Turlock's Fiscal Year 2016-2017 AAP for specific HOME activities.

In addition, the members of the HOME Consortium and Stanislaus Urban County use various methods to establish health and safety project priority criteria based on unique community needs.

For Stanislaus County, the County Board of Supervisors adopted on August 23, 2011 a Residential Neighborhood Infrastructure Project Ranking Criteria to be used in determining the priority of future infrastructure spending projects beyond those already having been programmed and reflected in past Annual Action Plans and Implementation Plans of the County's former redevelopment agency.

The ranking criteria focus on the following factors:

- 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. A projects geographical and fiscal equity in terms of equitable distribution throughout the various communities, service to income qualified residents, and, when needed, proximity to needed infrastructure connects.

On October 28, 2014, the Board of Supervisors adopted a plan called Focus on Prevention 2015, which is a strategy for community transformation in four areas critical to the quality of life in Stanislaus County (homelessness, strengthening families, youth early intervention, and reducing recidivism). The goal of the Focus on Prevention initiative is to bring all sectors of the community together to provide an opportunity for cross-sector development of community-wide prevention strategies.

Stanislaus County through its CDBG/ESG program will continue the implementation of the Focus on Prevention Initiative and will integrate the work that comes out of this effort into future funding decisions. As a next step to incorporate the Focus on Prevention initiative into the Community Development Block Grant and Emergency Solutions Grants (ESG) Programs, the scoring criteria has been updated to include an emphasis on prevention focused proposals. Throughout the upcoming fiscal year community stakeholder groups will continue to meet and staff will be incorporating as appropriate more Focus on Prevention strategies as the process unfolds.

For Fiscal Year 2016-2017, Public Services funds were allocated based on a competitive grant cycle to which public service providers can apply for grants up to \$20,000. Applicants were restricted to submitting three (3) applications per agency for public services, provided each application is a request for a different program or office. One \$25,000 Fair Housing Services Grant was made available which had an agency limit of one (1) application per agency. All applicants were required to attend a technical

workshop prior to submission of an application. A panel made up of representation from each Stanislaus Urban County member and the Stanislaus Housing and Supportive Services Collaborative Continuum of Care (CoC) reviewed each written application submission and oral presentation and scored them individually.

As regulated in the 2015-2020 Con Plan community outreach was conducted to prioritize the targeting of public service funds within the community. A community survey identified the following public service priorities:

High Priorities

- ◆ Services for At-risk Children/Youth
- ◆ Senior Services
- ◆ Services for Physically/Mentally Disabled Persons
- ◆ Homeless Services

Medium Priorities

- ◆ Services for Victims of Domestic Violence
- ◆ Homeless Prevention Services
- ◆ Emergency Food Assistance
- ◆ Parent Education

Low Priorities

- ◆ Utility Assistance
- ◆ Financial Literacy
- ◆ Services for Persons Recently Incarcerated or on Parole
- ◆ Service for Persons with Substance Abuse Problems
- ◆ Other General Low/Mod Income Services

Below is the scoring criteria that was utilized for Public Services Grant and Emergency Solutions Grants (ESG) Program for the Fiscal Year 2016-2017:

Capacity & Experience

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

Need/Extent of the Problem

- ◆ Prevention Focus
- ◆ Consolidated Plan Consistency/Priority
- ◆ Meeting a Community Need

Collaboration

- ◆ Does Project Include Cross Sector Engagements?
- ◆ Is there Partnerships and Collaborations?
- ◆ Outreach and Referrals

Accomplishments & Program Evaluation

- ◆ Are Accomplishments Measurable?

- ◆ Standardized Client Intake and Eligibility Process
- ◆ Standardized Methods and Tools to Evaluate Progress
- ◆ Are Long-Term Goals Verifiable and Attainable?
- ◆ Will Program be Impactful and Effective?

Financials

- ◆ Clear and Efficient Budget
- ◆ Leveraging Sources

Performance & Risk Assessment

- ◆ Implementation- Soundness of Approach
- ◆ Monitoring Results and Timeliness

Project Innovation

- ◆ Project Innovation

Grant Submittal

- ◆ Is the Application Clear?
- ◆ Presentation Value

The results of the competitive process were presented to the CoC, and the ESG/SHP/HMIS Sub-committee during the 30 day public review period (March 15, 2016 – April 26, 2016).

The greatest single obstacle to meeting underserved needs, in addition to constraints and restrictions of the funding programs' requirements, is the limited funding available to address underserved needs. An estimated total of \$217,126 in CDBG funds has been set-aside for the Public Services Program and \$197,836 in ESG funds for homeless prevention, HMIS, rapid re-housing and shelter programs. Applicants will be awarded funding according to their ranking based on their overall scoring. Final funding is dependent on applicants meeting all contract requirements, HUD funding availability and final Board of Supervisors approval.

Neighborhood Revitalization Strategy Area (NRSA)

The NRSA Plan for the Parklawn and Airport Neighborhoods, approved by HUD in December 2012, covers a five year period (Fiscal Years 2012-2017) during which CDBG and other grants funds were proposed to be targeted to these 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 Airport sewer project and continuing efforts to develop properties acquired through the Stanislaus Urban County's Neighborhood Stabilization Program (NSP) in the Parklawn and Airport neighborhoods, staff will continue to work with neighborhood residents and existing non-profit organizations to pursue establishing a Community Based Development Organization (CBDO) and to provide resource information to the communities. A CBDO has the primary purpose of improving the physical, social, economic environment of its service area by addressing one or more critical problems in the area, with particular attention to the needs of low to moderate income persons. A total of \$2,936.94 in prior Fiscal Year CDBG funding approved for NRSA activities is proposed to be utilized to fund The Salvation Army Red Shield's At Risk Teen Program in Fiscal Year 2016-2017. The Salvation Army Red Shield's program proposes to serve South Modesto (which includes the NRSA's Parklawn neighborhood).

AP-38 Project Summary

Project Summary Information

PUBLIC SERVICES PROGRAMS –URBAN COUNTY*

Court Appointment Special Advocates (CASA) of Stanislaus County Direct Service Project \$20,000

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 (CHS) Ceres Partnership for Healthy Children- Concrete Support in Times of Need \$20,000

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.

Center for Human Services (CHS) Oakdale Family Resource Center Crisis Support Program \$20,000

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.

Center for Human Services (CHS)
Westside Family Resource Center \$20,000

The Westside Family Resource Center 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 west side of the County. Families and individuals that are in need of utility assistance must work with a case manager to complete a three session Budget and Financial Planning Training in order to receive the utility 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
Children's Guardian Project \$20,000

This project will provide emergency child care, meals, crisis intervention and support services to a disadvantaged population of high-risk infants, toddlers and school-age children living in Oakdale, Valley Home, Hughson, Empire, Hickman and Waterford. This project will deliver specialized care to an impoverished population of children growing up within families experiencing generational abuse, domestic violence, familial abuse and/or homelessness. These children will be members of families living in very low to moderate low income households (below 80% of AMI), enduring various social and economic challenges. They will have undergone traumas stemming from exposure to domestic violence, substance abuse, extreme poverty, mental illness or homelessness. They are likely to be frightened, suffering poor hygiene, lacking trust and delayed in their development. Without intervention, they face increased risk for further abuse, advanced neglect, chronic illness, developmental delays, emotional disturbance, mental illness, academic failures and delinquency.

Nurturing staff, specializing in child development, crisis counseling and crisis management will tend to the physical, emotional, therapeutic, educational and nutritional needs of each child. Caregivers will be qualified with education and advanced training in child development, school-age instruction, disaster preparedness, food service and crisis intervention. This project will shield vulnerable children from family situations that threaten their well-being and will help families overcome anxieties related to poverty, homelessness, unemployment and evictions.

Children's Crisis Center
Marsha's High-Risk Infant/Toddler Shelter \$19,980

This project will provide shelter, emergency care, meals, crisis intervention and homeless support services to an impoverished population of high-risk infants and toddlers ages birth - 3 years living in Ceres, Empire, Grayson, Patterson, Salida, Westley and unincorporated Modesto. This project will deliver specialized shelter to this highly vulnerable population of children growing up within families experiencing poverty, domestic violence, familial abuse and/or homelessness. Nurturing staff specializing in infant/toddler care, child development, crisis counseling and crisis management will tend to the physical, emotional, therapeutic, educational and nutritional needs of each child. Caregivers will be qualified with education and advanced training in child development, preschool instruction, disaster preparedness, food service and crisis intervention. This project will shield disadvantaged children from family situations that threaten their well-being and will offer support to help families overcome anxieties related to poverty, homelessness, unemployment and evictions.

**Children's Crisis Center
Verda's Children Shelter \$19,980**

This program represents a project that would provide shelter, emergency care, meals, crisis intervention and homeless support services to an impoverished population of high-risk infants, toddlers and school-age children ages birth to 17, living in unincorporated Turlock, Newman, Patterson, Hughson, Hickman and Waterford. This project will deliver specialized shelter to this disadvantaged population of children growing up within families experiencing poverty, domestic violence, familial abuse and/or homelessness. Nurturing staff, specializing in child development, crisis counseling and crisis management will tend to the physical, emotional, therapeutic, educational and nutritional needs of each child. Caregivers will be qualified with education and advanced training in child development, school-age instruction, disaster preparedness, food service and crisis intervention. This project will shield vulnerable children from homelessness and family situations that threaten their well-being. It will offer support to help families overcome anxieties related to poverty, homelessness, unemployment and evictions.

**Disability Resource Agency for Independent Living (DRAIL)
Assistive Technology Program \$5,000**

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

**Healthy Aging Association
Young at Heart Program \$20,000**

The program provides strength training and exercise, fall prevention, health education and outreach to seniors 62 and over in the cities of Oakdale, Waterford, Hughson, Ceres, Grayson/Westley, Patterson and Newman. These 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 program is 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 at no cost. The classes are available in multiple neighborhoods throughout the county reduce the barriers to participation by seniors who do not have access to transportation.

**Family Promise of Greater Modesto
Renter Restoration Program \$12,354 (Partial Funding)**

Family Promise proposes to implement an innovative new program designed to help homeless or very low income families overcome barriers to rental housing and re-enter the mainstream rental market. The program consists of 3 main components: renter education and mentoring; landlord outreach in engagement and the creation of a landlord guarantee and as an incentive for participation. The agency will hire a part-time rental case manager to implement an education for renters who seek to overcome poor rental history such as evictions or a history of late payments.

**Salvation Army Red Shield
Tutoring and Computer Program \$19,812**

The agency will be operating a tutoring program to help children in south Modesto and surrounding areas with their educational needs. Children will be divided into 3 groups by grade level with an additional group for Spanish Speakers. There is a tutor assigned to each grade level group, and he/she sits in the center of the circular table to assist each student. In the case where no homework is given, the children will work on level appropriate packets of work that have been prepared by the tutoring coordinator. A computer program is also available after tutoring that allows each child to learn typing skills and informational literacy. They are also given a small snack prior to the tutoring and a meal after computer program is complete.

**Salvation Army Red Shield
At Risk Teen Program \$2,936.94 (NRSA funding)**

The program is designed to give teens a safe place to go after school and to provide mentoring and fun recreational activities. Hours of operation for the program are Monday through Thursday from 2:30 p.m. until 6:30pm and on Friday until 9:00pm. Monday through Thursday the program will provide space for teens to do homework, use the computer lab and receive mentoring. Friday afternoons will be focused on special recreational activities for the participating teens. This program will focus on the Parklawn neighborhood while funded with NRSA funding. If there is a technical adjustment in funding and the organization becomes fully funded then the program will service the South Modesto area while still maintaining a focus on the Parklawn neighborhood.

**Second Harvest Food Bank
Food Assistance Program \$20,000**

Second Harvest Food Bank provides assistance to those who are food insecure. Second Harvest's Food Assistance Program interacts with non-profit charities that have a food pantry program of their own. The agency is currently serving 18 non-profit organizations in the cities of Ceres, Oakdale, Hickman, Keyes, Empire, Patterson, Waterford, and Newman which include the unincorporated areas of Stanislaus County. The non-profit charities visit the Food Bank as often as once per week to select packaged groceries, canned fruit and vegetables, grains, dairy products, meats, fresh fruits and vegetables. The charities then distribute the food through their food pantries to individuals in need. The strength of the program is the ability to pick up large-scale donations from retail stores and distribution centers, which far exceeds the pickup and storage capabilities of small non-profit charities. By centralizing the collection, storage, and distribution of product through the Food Bank, more individuals in need are served through the food pantries.

Second Harvest Food Bank is requesting funding to purchase food that will be used to supplement our distribution efforts in the grant service areas. The funds will be used to purchase additional nutritional groceries that are not frequently donated to Second Harvest Food Bank. These funds will provide for additional nutritional food being made available to the low-income residents residing within the Stanislaus County CDBG funding area.

Infrastructure Projects – Urban County

STANISLAUS COUNTY

Stanislaus County-CDBG Program Administration: \$319,089

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).

Fair Housing Program: \$25,000

Stanislaus County will contract with Project Sentinel, a HUD certified fair housing agency, to carry out Fair Housing Program services. 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.

- ◆ Estimated Number of People Served: 200
- ◆ Estimated Project Cost: \$25,000

Airport Neighborhood Sewer Infrastructure Project: \$302,114

This project will provide a sewer system with street overlays serving the unincorporated Airport Neighborhood. Engineering and design of the sewer infrastructure, for the entire project, has been completed in partnership with the City of Modesto and construction of the first phase of the project, funded by CDBG funds has been completed.

Stanislaus County is currently seeking California State Water Resources Board (CSWRB) funds to finance the remaining phases of the sanitary sewer system in the Airport Neighborhood. CDBG funding will remain allocated to the project until sufficient funding is secured to complete the project.

- ◆ Estimated Number of People Served: 2,000
- ◆ Estimated Project Cost: \$13,955,500

Empire Storm Drain Infrastructure Project: \$302,115

This 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). The project was engineered and designed to build a positive storm drainage 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, the construction of additional project phases, estimated to cost approximately \$15 million, cannot proceed due to funding constraints.

In an effort to identify a lower-cost option to complete the remaining phases of the project, a feasibility study for a Low Impact Development (LID) swale storm drainage system was completed. The LID system was presented at a February 17, 2015, community meeting; however, it was not supported by the Empire residents.

In response to feedback received from Empire residents, the project has been redesigned to provide for a targeted storm drainage system and traffic safety improvements, including a roundabout and sidewalks for safe routes to school for children and general pedestrian use, for the residential neighborhood

generally bounded by 3rd Street on the north, Yosemite Boulevard on the south, “G” Street on the east and “A” Street on the west.

Stanislaus County Public Works is initiating proceedings for the annexation of the project area into the Community Services Area (CSA) 27-Empire. Construction of the project is contingent upon success of the proposed CSA annexation which is needed to provide for the ongoing maintenance and operation of the targeted storm drain system and other improvements once the infrastructure has been constructed.

The actual expenditure of CDBG funds for either of the Stanislaus County infrastructure projects will be dependent on future approvals by the Board of Supervisors. Staff will return to the Board of Supervisors for funding approval and authorization to proceed with project construction once the outcome of the CSWRB grant funding request and CSA annexation proceedings are finalized.

- ◆ Estimated Number of People Served: 2,500
- ◆ Estimated Project Cost: \$4,300,000

CITY OF CERES

City of Ceres CDBG Administration: \$15,027

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

Sequoia Tract- Sequoia Village Farm Labor Camp ADA Improvements Project: \$140,000

The project will provide ADA improvements within the area which is bounded by Arthur Way to the west, Darrah Street to the north, Fourth Street to the east and Herndon Way to the south.

- ◆ Estimated Number of People Served: 932
- ◆ Estimated Project Cost: \$220,000

Nadine and Evans Road Infrastructure Project- Phase 2: \$102,040

The project will provide curb, gutter and sidewalk, matching AC (asphalt) and storm drainage. The project area is located along Nadine Avenue between Weber Avenue and Richland Avenue. Phase 2 will focus on the Evans Road area of the project.

- ◆ Estimated Number of People Served: 75
- ◆ Estimated Project Cost: \$200,000

CITY OF HUGHSON

City of Hughson CDBG Administration: \$15,027

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

2nd Street Sidewalk Infill Project- Part 2: \$121,058

The project is part of a multi-year effort to complete sidewalk infill projects to improve connectivity, mobility and access for non-motorized users of the City. The project will include the installation of curb, gutter and sidewalk and pedestrian and ADA improvements. The project area is located along 2nd Street between Walker Lane and Fox Road.

- ◆ Estimated Project Cost: \$150,000
- ◆ Estimated Number of People Served: 50

CITY OF NEWMAN

City of Newman CDBG Administration: \$15,027

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

Inyo Avenue Infrastructure Project: \$100,000 (FY 2015-2016 funds)

The project is to install/replace curb, gutter and sidewalk and street repair and overlay (necessary infrastructure deficiencies) on the north side of Inyo Avenue from R to Merced Streets.

- ◆ Estimated Project Cost: \$100,000
- ◆ Estimated Number of People Served: 52

Q Street Infrastructure Project- Part 2: \$70,000

The installation/repair of curb, gutter, sidewalk, driveways, tree removal, street repair and overlay due to severe damage by tree roots in the project area.

- ◆ Estimated Project Cost: \$70,000
- ◆ Estimated Number of People Served: 80

Klehn Park Improvement Project- Phase 1: \$67,473

The project is to make ADA improvements and improve safety conditions within the community park. The park is located Drive at 1290 Amy Drive on the corner of Driskell Avenue and Amy and on a 1.5 acre parcel.

- ◆ Estimated Project Cost: \$100,000
- ◆ Estimated Number of People Served: 100

CITY OF OAKDALE

City of Oakdale CDBG Administration: \$15,027

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

Block 3 Flood Control Project Design and Construction: \$151,683

The project will provide improved flood control measures for the areas of West H Street, West I Street, South Wood Street, Wanda Way and Hinkley Avenue.

- ◆ Estimated Project Cost: \$250,000
- ◆ Estimated Number of People Served: 500

The City will also work on completing their work on their Davitt Avenue Infrastructure Project. Carry over funds from previous years it will re-allocated to this project if needed.

CITY OF PATTERSON

City of Patterson CDBG Administration: \$15,027

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

4th and 5th Street Infrastructure Project: \$137,321

The project will be phased over the next two fiscal years and will include 2,825 linear feet of water main replacement along the 5th Street alley. The project area is along the 5th Street alley between C and D Streets.

- ◆ Estimated Project Cost: \$398,305
- ◆ Estimated Number of People Served: 98

The City will also work on completing their work on their 4th Street Infrastructure Improvements Project. Carry over funds from previous years it will re-allocated to this project if needed.

CITY OF WATERFORD

City of Waterford CDBG Administration: \$15,027

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

South Becky Way Storm Drainage Infrastructure Project: \$126,074

The project will place a positive storm drain system in the area to replace an inadequate existing rock/dry well drain system. Street paving will be constructed as necessary to repair the digging and trenching caused by the addition to these improvements. The project area is located on South Becky Way from Pecan Avenue south to the end of the cul-de-sac.

- ◆ Estimated Project Cost: \$200,000
- ◆ Estimated Number of People Served: 104

The City has restructured their Small Business Assistance Program and pending County and HUD approval will continue to offer it to its residents during the next fiscal year. This program is currently funded with previous years CDBG funding. No additional funding will be added to this program during the Fiscal Year 2016-2017.

AP-50 Geographic Distribution - 91.220(f)

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

Unincorporated Stanislaus County, along with the cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford, form what is known as the "Stanislaus Urban County". The Stanislaus Urban County, as an Entitlement Jurisdiction, receives Community Development Block Grant (CDBG) and Emergency Solutions Grants (ESG) Program entitlement funds from HUD on an annual basis based on a formula allocation. Stanislaus County is recognized as the "lead entity" under these entitlement programs.

A requirement of the CDBG program is to benefit those members of the population that meet the definition of Targeted Income. A Targeted Income person is one who earns 80% or less of the AMI for CDBG funds, and 30% or less than the AMI for ESG grant funds. Additionally, if a project benefits a specific neighborhood or community, at least 51% of the population within that geographic boundary must be within the Targeted Income Group (TIG).

Geographic Distribution

Table 4 - Geographic Distribution

Target Area	Percentage of Funds
Urban County CDBG Block Groups	100%

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.

Rationale for the priorities for allocating investments geographically

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 that meet HUD qualifying requirements.

CDBG funds allocated to the Stanislaus Urban County will be utilized for various programs including infrastructure improvements, economic development, public services, and fair housing. Some programs are funded collectively for the benefit of the entire Stanislaus Urban County, such as homeless and public services. Other programs are specific to individual members of the Stanislaus Urban County. Each member of the Stanislaus Urban County identifies the specific needs within its respective communities as a means to determine use of its specific allocations.

Affordable Housing

AP-55 Affordable Housing - 91.220(g)

Introduction

The tables in this section provide estimates on the number of homeless, non-homeless, and special needs households to be provided affordable housing during the program year and the number of affordable units that will be provided by program type, including rental assistance, production of new units, rehabilitation of existing units, or acquisition of existing units.

Table 5 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households to be Supported	
Homeless	275
Non-Homeless	40
Special-Needs	200
Total	515

Note: Total does not add up due to number of clients being served being represented in more than one category.

Table 6 - One Year Goals for Affordable Housing by Support Type

One Year Goals for the Number of Households Supported Through	
Rental Assistance	45
The Production of New Units	15
Rehab of Existing Units	7
Acquisition of Existing Units	0
Total	67

Discussion

One of the goals identified in the Con Plan and this AAP is to increase the supply of affordable housing for the Urban County's lowest-income households.

Housing assistance programs were also identified as a community need via the consolidated plan process. In Fiscal Year 2016-2017, 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.

Emergency shelter and rental assistance, for homeless households and households at-risk of becoming homeless, will also be provided through the Emergency Solutions Grants (ESG) Program.

AP-60 Public Housing - 91.220(h)

Introduction

The Stanislaus Urban County and the Housing Authority of Stanislaus County (Housing Authority) continue to have a close working relationship and meet on an as needed basis to discuss concerns relevant to public housing and other housing matters. The Stanislaus Urban County will continue to work with the Housing Authority and other public and private housing and social service agencies to foster public housing improvements and resident initiatives.

Actions planned during the next year to address the needs to public housing

The Housing Authority's mission is committed to addressing the unmet housing needs of residents and communities in the county consistent with federal, state, and local law. The Housing Authority owns and operates public housing units in addition to operating the Housing Choice Voucher Program (Section 8). Based on the data supplied by HUD, the Housing Authority has 4,197 Housing Choice Vouchers in use. As of March 2015. The Housing Authority has a fluctuating waiting list of 4,500 families in the Stanislaus Urban County and 850 in the City of Turlock. (Source: 2015 PHA Plan)

The Housing Authority operates 647 conventional public housing units throughout Stanislaus County in 5 Asset Management Properties (AMP). AMP 1 contains a total of 149 units located in Oakdale, Turlock, Ceres, and Hughson. AMP 2 contains a total of 66 units located in Newman, Patterson and Westley. The remaining 432 units are located in AMP's 3, 4 & 5 in the City of Modesto.

The Housing Authority operates several affordable housing programs in addition to Public Housing, including year round Farm Labor Housing, Seasonal Migrant Farm Worker Housing and several smaller affordable housing properties including units funded under the Neighborhood Stabilization Program and the Housing Choice Voucher Program (Section 8).

Currently, there is no other funding or authorization from HUD to increase the number of Public Housing units, however, the Housing Authority is always working to increase the stock of affordable housing in Stanislaus County through other available resources, programs, and partnerships as opportunities arise.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority provides homeownership resources to participants in the Housing Choice Voucher Program. The Family Self-Sufficiency (FSS) Program has established partnerships with a variety of community resources to refer participants for services including pre- and post-secondary education, health care, child care, employment development, supported employment, and small business development including micro-loans. The FSS Program also encourages families to participate in financial wellness programs including financial literacy and credit repair with an emphasis on long-term financial stability for the purposes of homeownership. Supportive services are provided through Community Impact Central Valley (CICV), the Stanislaus County Behavioral Health and Recovery Services (BHRS), and Stanislaus County Integrated Services Agency.

The Housing Authority continues to have a services and communication "quality control" system that provides the Housing Authority with immediate customer feedback and identifies areas that may need improvement.

The Housing Authority has also implemented a resident education program with regularly scheduled meetings and written communications on agency policy, rules, and leases.

Efforts to improve communications with residents and program participants include: on site resident training/informational meetings, regular newsletters and flyers.

The Housing Authority has implemented a "curb-side" appearance program. The focus of the program is the exterior of buildings, parking areas, play grounds and other areas of the complexes. Rodent and insect problems are addressed when residents report a problem and/or on annual inspections. In an effort to better educate residents concerning these problems, information is regularly provided through the Housing Authority's newsletter.

These actions have assisted the Housing Authority in creating an atmosphere which emphasizes customer satisfaction and communication.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A. The Housing Authority is not designated as troubled.

AP-65 Homeless and Other Special Needs Activities - 91.220(i)

Introduction

As discussed earlier in this AAP, the Stanislaus Urban County and City of Turlock participate in the Stanislaus Housing and Supportive Services Collaborative Continuum of Care (CoC) to develop and implement regional goals and strategies (outlined in this section) to address and end homelessness.

To develop the Stanislaus Urban County's homeless funding priorities, the current condition of homelessness in the Nation and Stanislaus County was examined by pulling from the 2015 Point-in-Time (PIT) count, the CoC's 2015 Exhibit 1, the Stanislaus Urban County's Fiscal Year 2015-2020 Consolidated Plan (Fiscal Year 2015-2020 Con Plan), 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 the Fiscal Year 2015-2020 Con Plan, identified homeless services as a high priority and homeless prevention activities as a medium priority. Eligible activities allowed for under the homeless funds that the CDBG Stanislaus Urban County receives (ESG and CDBG Public Services) were then compared to existing services available to homeless and at-risk persons to develop the funding priorities described below. The ultimate goal of the Stanislaus Urban County Homeless Strategy is to increase housing stability and decrease incidents of homelessness in Stanislaus County by targeting funds to populations most in need, meeting both the immediate and long-term needs of the homeless, and avoiding the duplication of services by coordinating with service providers and the CoC.

The Federal Strategic Plan to Prevent and End Homelessness has the following 4 Goals:

- ◆ End Chronic Homelessness in 5 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

The Federal Strategic Plan focuses on solving homelessness for the chronic homeless, homeless veterans, homeless families with children, and homeless unaccompanied youth. Within the document 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 current focus of the Stanislaus Housing and Supportive Services CoC funding has been to provide permanent supportive housing (PSH) for the chronically homeless, homeless veterans and for homeless youth out of foster care. The Emergency Solutions Grants (ESG) Program provides emergency shelter, homeless prevention and rental assistance to help stabilize and house homeless households with and without children and long-term homeless adults. ESG sub-grantees will assess individual clients' needs and will evaluate their potential for success in the appropriate program (Emergency, Transitional, Permanent Supportive Housing or Rental Assistance). If they are not able to offer the needed service, then clients will be referred to the appropriate resource.

Drawing from these local data sources and federal strategies, the Stanislaus Urban County has established the following Homeless Strategic Plan action items:

- ◆ Develop and operate coordinated entry for all households who are entering the homeless system or at risk for homelessness.
- ◆ Reach out to homeless households (especially unsheltered persons) and assess their individual needs with coordinated entry and a common assessment tool; collect information to determine the underlying issues and risk factors and develop a plan to address those issues.
- ◆ Reduce recidivism through system-wide implementation of evidenced-based practices known to effectively address homelessness, including incorporation of the Focus on Prevention 2015 strategies.
- ◆ Address the emergency shelter needs of people living outside through increased street outreach and assessment of their health needs.
- ◆ Significantly expand homeless rapid re-housing services to end homelessness as quickly as possible.
- ◆ Consider adoption of a "housing first" approach as a direct route to reducing homelessness.
- ◆ Help low-income households who are being discharged from publicly funded systems of care avoid becoming homeless by engaging those systems of care in identifying solutions to such households and planning to avoid new homelessness.
- ◆ Improve data collection and analysis, including better utilizing HMIS to track the transition of persons into and out of homelessness.
- ◆ Increase access to vocational training opportunities for homeless persons.
- ◆ Increase access to affordable housing & support services in areas related to life skills.
- ◆ Increase coordination with entities releasing persons into homelessness and with service providers and the CoC.

Please see Table 1a and the discussion provided under the Homeless Needs Assessment portion of the Con Plan for additional details on the needs of homeless in Stanislaus County.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Emergency Solutions Grants (ESG) Program

The primary source of homeless funds in the Stanislaus Urban County is Emergency Solutions Grants (ESG) Program funds. The ESG program, formally the Emergency Shelter Grant Program, is intended to supplement state, local and private efforts to improve the quality and number of emergency shelters and transitional facilities for homeless people as well as to provide case management and financial assistance to prevent homelessness and to permanently re-house homeless persons. HUD issued an interim rule for the ESG Program on December 5, 2011. 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 established a list of eligible activities, and allows the local grantee, Stanislaus Urban County, to select activities in accordance with its own community development objectives.

Designed as a first step in a CoC 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 Emergency Solutions Grants (ESG) Program Standards on page 43.

Street Outreach Activities (funding capped)

- ◆ Emergency Shelter Activities (funding capped)
- ◆ Homeless Prevention Activities
- ◆ Rapid Re-Housing Activities
- ◆ Homeless Management Information System (HMIS) Activities

To be eligible for ESG assistance, a public service project must serve homeless persons or very low income households who are at-risk of homelessness (at or below 30% of AMI).

HUD's proposed allocation for Fiscal Year 2016-2017 ESG funds is in the amount of \$197,836. The interim rule eliminated the previous 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. Administration funds are capped at 7.5% of the total grant allocation. Locally, approximately \$10-15,000 per year is set aside for HMIS data entry assistance, to assist non-HUD funded shelters and homeless service providers in entering their client service data into the HMIS system. After the HMIS award and Administration are subtracted from the overall award amount, 50% of the remaining award is awarded to shelter programs and the remaining 50% of the funds are awarded to programs that provide homeless prevention and rapid re-housing services.

The following includes a list of homeless service and prevention programs to be funded by the Stanislaus Urban County with Emergency Solutions Grants (ESG) Program funds throughout the Fiscal Year 2016-2017:

EMERGENCY SOLUTIONS GRANTS (ESG) PROGRAMS – URBAN COUNTY

Community Housing and Shelter Services (CHSS)

Homeless Prevention and Rapid Re-Housing Program \$19,336

The goal of this project is to assist 8 Households, or about 25 individual with Homeless Prevention Rapid Re-Housing funding. The Homeless Prevention funding will be utilized to provide rental assistance to prevent eviction for households who have received a 3-day notice and have written verifiable documentation of an emergency that has caused them to enter into default on their rent. The Rapid Re-Housing funding will be utilized to provide short-term rental assistance via first month's rent and deposit assistance to households who are homeless and are unable to pay for their full move-in fees. All households served will receive on-going Case Management Services and complete an individualized action plan to address their immediate and long-term goals to ensure permanent housing sustainability.

Community Housing and Shelter Services (CHSS)

HMIS Project \$14,837 (Partial Funding)

Data entered into the HMIS system for all homeless service providers, not just HUD funded, provides a better representation of the homeless population needs within the community. Complete quality data entry also makes it more likely for our community to receive a representative funding amount for homeless services, reducing the burden on our limited public safety dollars. The partnership allows the non-HUD funded homeless service agency to enter the data (over 50% of the homeless population) and better represent to funders the numbers of actual number of needy individuals that are present within the community as a whole.

Family Promise of Greater Modesto New Beginnings- Shelter to Solutions \$52,620

With “*New Beginnings – Shelter to Solutions*” Family Promise continues to provide a comprehensive approach to ending family homelessness. The emergency shelter program strengthens families by providing a safe place where homeless children and their families can stay together during crisis. Through the Interfaith Hospitality Network, volunteers from local congregations provide overnight lodging and meals in their existing facilities. The Family Promise Day Center operates as home base for the families during the day with showers, laundry facilities and resources for job and housing search. Participation in case management is required and focused to address each family’s unique needs and goals. Case management includes resources for education, employment assistance, life skills training and our newest program, *New Beginnings*, a financial literacy program tailored specifically to low-income or homeless families. Transportation is provided to and from our overnight shelter sites.

Rapid Re-Housing rental assistance helps remove financial barriers and enable families to make the transition to housing stability. Families utilizing the rental assistance program receive housing search and placement assistance, housing stability case management and landlord mediation. Short-term rental assistance provides a resource for families to make their New Beginning and encourages them to work toward independence. Follow up financial education and counseling continues to be available for six months after program completion to help families navigate challenges and reduce recidivism.

The Salvation Army Emergency Shelter Program \$60,000

The Shelter program addresses the homeless needs by providing the basic needs of shelter, meals, showers and healthcare services to adult individuals who otherwise would be on the streets. The shelter is located at 320 9th Street in Modesto and offers up to 116 beds for adult homeless persons who are over the age of 18 that are without dependents.

The Salvation Army Outreach Program \$8,706 (Partial Funding)

The Salvation Army Homeless Case Management Program is designed to interrupt the cycle of homelessness and recidivism by connecting homeless individuals to services. The case managers will work with the clients to create a goal plan and identify a path to assist the client into the correct program for their needs.

We Care Program of Turlock We Care Emergency Cold Weather Shelter \$27,500

The We Care Program (WCP) Emergency Cold Weather Shelter serves homeless males over the age of 18. The WCP’s Cold Weather Shelter has the capacity to shelter 48 homeless individuals a night during the most inhospitable winter months. The shelter provides a warm, safe environment for individuals who would otherwise be sleeping on the street or in places not meant for human habitation. The shelter will operate from November 2016 to April 2017, seven days a week from 6:30pm to 8:00am. Nutritious meals are provided nightly by various local churches, civic organizations, local businesses and individual families. Mealtime provides community members with the opportunity to bring immediate assistance to those in need while serving to break down the stereotypes of homelessness. We Care provides onsite services including, but not limited to, computer access for employment searches, resume development, Rapid Re-Housing and Supportive Housing Programs, case management provided by a licensed clinician, notary public services, a clothes closet, transportation vouchers, and financial assistance to obtain identification documents.

Addressing the emergency shelter and transitional housing needs of homeless persons

The path to obtaining and maintaining permanent housing has many steps. The first of these steps often involves providing for the immediate basic needs of persons experiencing homelessness, such as food and shelter. In order to continue in the stabilization of a shelter client transitional housing and supportive services are essential and made available through several non-profit agencies in the community. The Stanislaus Urban County's Homeless Strategy places a high priority on utilizing homeless funds to assist emergency and transitional shelters with covering their operational and essential service costs. Approximately 58% of the Fiscal Year 2016-2017 ESG award (not including state ESG) will fund programs that provide emergency (both seasonal and year-round) shelter.

Short-term strategies for addressing the emergency and transitional housing needs of homeless persons include but are not limited to the following:

- ◆ Expanding street outreach efforts to prioritize the needs of persons living outside, especially those whose health is compromised.
- ◆ Sustaining existing emergency shelter and transitional housing inventory and helping those in shelter exit to permanent housing through rental assistance combined with case management that assists clients in developing life skills and reducing barriers to obtaining and retaining housing.

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

The Stanislaus Urban County Homeless Strategy also places a high priority on providing rental assistance and housing relocation and stabilization services to persons and households experiencing homelessness. Approximately 27.3% of the Fiscal Year 2016-2017 ESG award will go towards ESG programs that provide rental assistance, utility assistance, payment of rental and utility arrears, or rental or utility deposits in combination with case management which works with clients on an individual basis to sustain permanent housing. In addition, a minimum 40% of the state ESG funds are required to be allocated for rapid re-housing activities. 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.

The Continuum of Care strategies encourage providing homeless households with housing quickly and with supportive services that are of greatest need to support stable housing; other needs the households may have should be addressed through referrals to existing mainstream resources available in the community.

Permanent housing destinations generally include an apartment or house, permanent supportive housing, or living permanently with friends or family. A return to homelessness is indicated by a new entry in a homeless residential program (emergency shelter, transitional housing, rapid re-housing) in HMIS within 365 days after exiting to permanent housing.

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

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

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

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

Representatives from Behavioral Health and Recovery Services (BHRS) and the Community Services Agency (CSA) regularly attend the monthly CoC meetings and are active participants in discharge coordination planning, in particular for homeless individuals, throughout Stanislaus County.

For adults recently released from custody, Stanislaus County addresses housing issues through the Day Reporting Center (DRC). The Sheriff's Department conducts Probation Orientation Meetings at the DRC in which several programs have participated in the past including Solidarity, Teen Challenge, and Gospel Mission. As a result of the CoC's coordination with the Probation Department, the Stanislaus County Sheriff's and Probation Departments also recently began a diversion program, where homeless individuals who would otherwise be jailed for minor crimes are able to stay at the Salvation Army shelter facility, where they receive shelter and case management services. Collaboration with public service providers and the Probation Department is on-going.

Stanislaus County has transitional living procedures in place for juveniles exiting foster care to address youth in placement where the long term plan is emancipation. These procedures are required by both the State and Federal governments. Stanislaus County develops a 90 day transition plan that includes a housing component. Procedurally, a lead officer receives a list of those eligible minors from the case

officers and works with the case officer, minor, family, and any service providers to develop the plan prior to the minor's last status review (usually at 18 years old). A status review is a court hearing to review the minor's status in placement. The plans are submitted to the court and all involved parties, including the minor.

Through contracted services with BHRS, Telecare SHOP (Stanislaus County's primary agency for outreach to Chronically Homeless/mentally ill persons) provides treatment and discharge planning to adults with mental illness and/or chemical addiction. Extensive policies are in place to ensure that patients and mentally ill inmates are not discharged into settings such as shelters, the streets, hotel or motels. Discharge planning is multi-disciplinary and starts upon admission to a facility, with SHOP case managers working with a team including the patient, family, guardians and agencies to develop a plan for housing, medication, vocational, social and educational needs, follow-up, support services and life activities. Discharge planning includes supportive or protective housing if the patient is incapable of independent living. Agencies receive diagnosis, medication and other pertinent information to assist with follow up services. Appropriate discharge settings include nursing homes, basic care facilities, adult foster care, and independent living which are not funded through HUD McKinney-Vento resources. SHOP assists individuals in completing application for housing and mainstream resources such as Social Security prior to the patients discharge. This protocol has been accepted within the CoC and the general community and has proven to be highly successful in preventing homelessness for persons discharged from mental health facilities.

AP-75 Action Plan Barriers to Affordable Housing - 91.220(j)

Introduction

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

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

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

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

An analysis of these potential barriers is detailed in the Housing Element of the Stanislaus County General Plan. A summary of potential barriers identified in the Housing Element is also provided in the

Market Analysis (MA-40) section of this Con Plan and in the Fiscal Year 2015-2020 Regional Analysis of Impediments to Fair Housing Choice (AI).

Actions, planned and ongoing, by Stanislaus Urban County to remove or ameliorate barriers to housing, consist of the following:

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

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

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

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

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

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

Non-Governmental Constraints: Housing purchase prices, financing costs, cost of land and improvements, construction costs, property taxes, profit, and rent rates continue to be the biggest constraints to housing access for households with lower and moderate incomes. The Stanislaus Urban County and its member cities will continue to monitor these non-governmental constraints and where possible, undertake efforts that can address these constraints and their effect on the provision of affordable housing.

In addition to the above barriers, the following impediments to fair housing choice are identified in the AI:

- ◆ Insufficient supply of affordable housing.
- ◆ Shortage of subsidies and strategies to promote affordable, accessible housing for low-, very low-, and extremely low-income households, including protected classes.
- ◆ Differential origination rates based on race, ethnicity, and location.
- ◆ Limited coordination with real estate industry.
- ◆ Limited knowledge of fair housing rights.
- ◆ Discrimination in rental housing.

- ◆ Local development standards and their implementation, e.g., zoning, building, or design standards, may constrain development of housing opportunities for minority and low-income households.
- ◆ Inadequate access to employment opportunities, transportation, and public and social services, and infrastructure to support increased housing opportunities for lower-income households.

The Stanislaus Urban County has also allocated annual funding in the amount of \$25,000 to Project Sentinel to actively engage the community regarding issues of barriers to affordable housing.

AP-85 Other Actions - 91.220(k)

Introduction

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

Actions planned to address obstacles to meeting underserved needs

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

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

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

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

Stanislaus County, in partnership with the Housing Authority, 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 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 Stanislaus Housing and Supportive Services Collaborative (SHSSC) to address the needs of the community and addressing obstacles to meeting underserved needs.

Actions planned to foster and maintain affordable housing

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

The 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:

HOME Investment Partnership Program

Stanislaus Urban County will use HOME funds, available through the HOME Consortium, for First-time Homebuyer and Owner Occupied Rehabilitation programs. Specific information regarding activities in the Stanislaus Urban County are contained in the Fiscal Year 2016-2017 City of Turlock Annual Action Plan (City of Turlock AAP), as Turlock is the lead entity for the HOME Consortium, of which Stanislaus Urban County is a member.

Neighborhood Stabilization Program (NSP)

The City of Oakdale will continue its efforts at developing 2 vacant NSP parcels in partnership with the Housing Authority to provide affordable housing and rental units. A multi-family housing development with 32 rental units and 8 single family units are in the planning stages.

Emergency Solutions Grants (ESG) 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, Family Promise, 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.

Actions planned to reduce lead-based paint hazards

The Housing Authority serves as the lead agency for Stanislaus County in the identification, documentation and prevention of lead poisoning. The Childhood Lead Poisoning Prevention Program of Stanislaus County, administered through the Housing Authority, becomes involved with childhood lead-based poisoning when notification of an elevated screening blood level is received either from the laboratory or physician. If the blood level is 10ug/dL (micrograms per deciliter), notification is made to the family. Once a child meets the case definition, an environmental investigation is performed by a Registered Environmental Health Specialist to determine, if possible, the source of lead exposure. The Housing Authority, in partnership with the Department of Environmental Resources, conducts the investigation of residences where children with elevated levels of lead reside.

The Stanislaus Urban County partners with the Childhood Lead Poisoning Prevention Program to distribute information in the unincorporated areas of Stanislaus County and members of the HOME Consortium. 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 source eradication.

The Housing Authority has addressed the issue of lead-based paint hazards by providing notices to landlords and tenants who participate in the Housing Choice Voucher Program, borrowers/occupants of the Stanislaus Urban County Owner-Occupied Housing Rehabilitation Loan Program, and homebuyers who use HOME and CDBG funds, warning them of the hazards of lead-based paint. Additionally, all units that are rehabilitated with CDBG and HOME funds are subject to lead-based paint compliance requirements. Through the creation of new affordable housing units, low-income households are able to reside in new housing units that are free of lead-based paint hazards.

Actions planned to reduce the number of poverty-level families

Stanislaus Urban County has a multi-pronged approach to addressing the issue of reducing poverty through ensuring an adequate, affordable, quality housing supply, improving low-income neighborhoods, strengthening the employment skills of the community and ensuring access to basic needs such as food and shelter. The strengthening of business skills through economic development programs and neighborhood improvements also plays a part in reducing the number of those close to poverty.

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

Focus on Prevention Initiative

On October 28, 2014 the Board of Supervisors adopted a plan called Focus on Prevention 2015, which is a multi- year phased strategy for community transformation in four areas critical to the quality of life in Stanislaus County, including:

- ◆ Homelessness
- ◆ Strengthening Families
- ◆ Youth Early Intervention
- ◆ Reducing Recidivism

The goal of the Focus on Prevention Initiative is to bring all sectors of the community together to provide an opportunity for cross-sector development of community-wide prevention strategies. A community convening will be held centering on each of the four categories listed above, where a plan for the development of the next phase will be outlined by the participants. This effort recognizes that although good programs exist throughout Stanislaus County, multiple sectors of the community often stay within their established networks causing gaps in the network of care for Stanislaus County's at-risk populations. As a result the outcomes and overall impact of these programs is falling short and the County is experiencing both funding gaps and funding redundancies. While the County will act as the facilitator of the convening, this effort centers on the platform that government is not the answer and that champions from the community must be the mobilizers of change. The effort focuses on coordination between the following sectors of the community:

- ◆ Education
- ◆ Neighborhoods
- ◆ Non-profits
- ◆ Media
- ◆ Philanthropy
- ◆ Business
- ◆ Faith-based communities
- ◆ Government
- ◆ Arts, Entertainment and Sports
- ◆ Health

Upon completion of each convening, the next step will be the development of community-led prevention strategies. On October 1, 2015, the Homeless Convening took place in Modesto with over 500 people in

attendance. As a result of the first convening several stakeholder groups have continued to meet and develop strategies within their community on how to address homelessness. Stanislaus County updated its scoring criteria for the Public Services Grant Program and ESG Program to have non-profit agencies propose more prevention based programs and services. The focus on prevention is intended to become a new norm in which programs and services with a prevention focus and with meaningful prevention performance measures guide future resource decisions.

Stanislaus County through its CDBG/ESG program is committed in the support of the implementation of the Focus on Prevention Initiative and will integrate the work that comes out of this effort into future funding decisions. CDBG and ESG funds will be incorporating more Focus on Prevention strategies as the process unfolds.

Homeless Services

All local nonprofit agencies serving the homeless offer some level of supportive services to program participants, ranging from family counseling to job skill development, all of which are intended to promote self-sufficiency and exiting poverty and homelessness.

The Emergency Food and Shelter Grant Program (EFSG), administered by the Federal Emergency Management Agency (FEMA), provides funding to supplement and expand ongoing efforts to provide shelter, food, and supportive services for the nation's hungry, homeless, and people in economic crisis.

Homeless Prevention and Transitional Housing

Homeless prevention activities are designed to keep low-income people who are at the highest risk of homelessness from entering homeless services. Prevention programs have been retooling to stabilize individuals and families that are at risk of becoming homeless and to improve their stability to avoid future housing crises. The majority of prevention programs are funded through the state's balance of State ESG funds, HOPWA funds, Supportive Services for Homeless Veterans funds, and local private funding. Locally the Stanislaus Urban County funds prevention programs through CDBG and ESG funds through the Public Services Program.

As the CoC begins a system-wide shift to a housing first approach, the CoC has encouraged the conversion of transitional facilities to permanent supportive housing. The remaining transitional housing programs are shortening their length of stay to more rapidly exit homeless persons to permanent housing, or they are seeking funding from other systems of care for intensive services for homeless persons facing severe barriers to housing. This reflects a new understanding of the purpose of transitional housing rather than continuing to fund it as a routing component of Stanislaus County's homeless housing system.

The majority of programs and activities described within this document will have a minor impact on moving a family out of poverty. Most do not increase earning power or give a family a substantially higher income. The few notable exceptions are the programs that address barriers to independence, including employment, along with housing, such as the Family Self-Sufficiency Program and the McKinney-Vento Homeless Assistance Programs. The Stanislaus Urban County, along with the CoC and other organizations, will aggressively pursue increasing the availability of these and similarly designed programs as the opportunity arises.

Other Programs

The Stanislaus County Alliance WorkNet, The Community Services Agency's (CSA) CalWorks Program, and the California Employment Development Department (EDD) are all resources available to persons seeking employment.

Alliance Worknet

In addition, Stanislaus County, through its economic development efforts, strives to promote activities that will ultimately have major impacts on the community, thus reducing poverty.

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.

Stanislaus County will continue to work with the public and private sectors seeking mutual opportunities that will provide jobs to greatly improve employment opportunities for those in need throughout the County.

Actions planned to develop institutional structure

The Stanislaus Urban County relies on private, nonprofit organizations as well as for-profit developers to build new affordable units and to rehabilitate existing housing units. Stanislaus Urban County staff will continue to work closely with these entities to ensure that as many new affordable units are produced as possible each year. The Stanislaus Urban County also relies on the nonprofit service sector to provide emergency shelter, transitional and special needs housing, and services to the homeless population. The Stanislaus Urban County will continue to support these organizations and their activities to the fullest extent possible.

To the extent that a gap exists in the institutional structure, a strategy of this AAP is to take action to close that gap. Programs such as the Probation Day Center 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, will continue to be partners in identifying opportunities for improved institutional structure.

The Stanislaus Urban County and the CoC continue to work together to improve services provided, including data collection quality through the HMIS system, to ensure 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 Focus on Prevention is a county-wide effort is an attempt to develop, through multi-sector community collaboration, programs that transcend emergency services and work to improve quality of life for program participants.

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

The Stanislaus Urban County relies on non-profit organizations and for-profit developers to build and acquire, develop, and rehabilitate affordable units. The City of Turlock and the Stanislaus Urban County will continue to work closely with these entities to ensure that each year as many new affordable units are developed, or made available, as possible.

The Stanislaus Urban County also relies on the non-profit service sector to provide emergency shelter and transitional and special needs housing. The Stanislaus Urban County will continue to support eligible organizations and their activities with local, state and federal funding as it's made available and upon their governing entity approval.

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

Specifically, they are: Housing Authority of the County of Stanislaus, Stanislaus County Health Services Agency, Stanislaus County Community Services Agency, Stanislaus County Behavioral Health and Recovery Services; California Department of Housing and Community Development; U.S. Department of Agriculture/Rural Development, U.S. Economic Development Administration, U.S. Department of Housing and Urban Development (HUD); California Coalition for Affordable Housing; Habitat for Humanity, Stanislaus County Affordable Housing Corporation (STANCO), California Rural Legal Assistance (CRLA), and Self-Help Enterprises. This will assure that the activities outlined in the AAP are given the fullest attention for design and implementation or construction.

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

Program Specific Requirements

AP-90 Program Specific Requirements - 91.220(I)(1,2,4)

Introduction

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

This AAP has been developed to assist the Stanislaus Urban County in achieving these three goals. The overriding consideration that is required of the CDBG program is to benefit those members of the population that meet the definition of Targeted Income. A Targeted Income person is one who earns 80% or less of the AMI for CDBG funds, and 30% or less than the AMI for ESG grant funds. Additionally, if a project benefits a specific neighborhood or community, at least 51% of the population within that geographic boundary must be within the Targeted Income Group (TIG).

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

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

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

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed

In Fiscal Year 2016-2017, the Stanislaus Urban County anticipates receiving approximately \$4,800 in Program Income, all of which will be receipted into IDIS and committed to infrastructure activities. If any of the Stanislaus Urban County partners receive state or federal CDBG Program Income it will be receipted into IDIS and committed to their approved infrastructure or economic development activities.

2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan

The Stanislaus Urban County does not currently have an existing Section 108 project.

3. The amount of surplus funds from urban renewal settlements

Not applicable. The Stanislaus Urban County does not have urban renewal settlements.

4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.

Not applicable. The Stanislaus Urban County has not returned any funds as a result of ineligible activities, excessive draws, or ineligible expenditures.

5. The amount of income from float-funded activities

Not applicable. The Stanislaus Urban County does not have float-funded activities.

Total Program Income – See response to Question 1 above.

Other CDBG Requirements

1. The amount of urgent need activities

The Stanislaus Urban County has not identified any urgent needs following its citizen participation plan process for this AAP.

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

N/A Home Consortium Programs are included in the City of Turlock's AAP, who is the lead entity for HOME funds.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

N/A Home Consortium Programs are included in the City of Turlock's AAP, who is the lead entity for HOME funds.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Not Applicable: Home Consortium Programs are included in the City of Turlock's AAP, who is the lead entity for HOME funds.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

Not Applicable: Home Consortium Programs are included in the City of Turlock's AAP, who is the lead entity for HOME funds.

Emergency Solutions Grants (ESG) Program

Reference 91.220(l)(4)

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

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).

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 AMI 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

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.

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.

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 re-evaluation 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).

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 Housing Authority 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.

Terminating Assistance. In general, if a program participant violates program requirements, the recipient or sub-recipient may terminate the assistance in accordance with a formal process established by the CoC that recognizes the rights of individuals affected. The recipient or sub-recipient must exercise judgment and examine all extenuating circumstances in determining when violations warrant termination so that a program participant's assistance is terminated only in the most severe cases.

- a. To terminate rental assistance or housing relocation and stabilization services to a program participant, the required formal process, at a minimum, must consist of:
 - i. Written notice to the program participant containing a clear statement of the reasons for termination;
 - ii. A review of the decision, in which the program participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and
 - iii. Prompt written notice of the final decision to the program participant.
- b. Ability to provide further assistance. Termination under this section does not bar the recipient or sub-recipient from providing further assistance at a later date to the same family or individual.

Rapid Re-Housing and Homeless Prevention Assistance

- 1. **Rapid Re-Housing Assistance.** If a program participant can document that they meet the following criteria, then they shall be considered to meet the definition of "homeless" and may qualify for Rapid Re-Housing assistance, provided that all other eligibility criteria can also be met:
 - a. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - i. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
 - ii. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
 - iii. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;
 - b. An individual or family who will imminently lose their primary nighttime residence should be classified as Homeless Prevention
 - c. Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:
 - i. Are defined as homeless under the Runaway and Homeless Youth, Head Start, Violence Against Women, Public Health Services, Food and Nutrition, or Child Nutrition Acts;

- ii. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;
 - iii. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and
 - iv. Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addition, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or
- d. Any individual or family who:
 - i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual or family's primary nighttime residence or has made the individual or family afraid to return to their nighttime residence;
 - ii. Has no other residence; and
 - iii. Lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, to obtain other permanent housing.
- 2. **Homeless Prevention Assistance.** If a program participant can document that they meet the following criteria, then they shall be considered to meet the definition of "At-risk of Homelessness" and may qualify for Homeless Prevention assistance, provided that all other eligibility criteria can also be met:
 - a. An individual or family who:
 - i. Has an annual income below 30 percent of area median family income;
 - ii. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in the homeless definition; and
 - iii. Meets one of the following conditions:
 - 1) Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - 2) Is living in the home of another because of economic hardship;
 - 3) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
 - 4) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, state, or local government programs for low-income individuals;
 - 5) Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than two (2) (1.5 people per room, as defined by the U.S. Census Bureau);
 - 6) Is exiting a publicly funded institution, or system of care, e.g., health-care facility, mental health facility, foster care, or other youth facility, or correction program or institution; or

- 7) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the Stanislaus Urban County approved Fiscal Year 2012-2015 Con Plan;
 - 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.** Short-term rental assistance is defined as rental assistance provided for up to 3 months.
4. **Medium-term Rental Assistance.** 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.** 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:
 - i. Employment Assistance and job training
 - ii. Benefit enrollment
 - iii. Resource and referral services
 - iv. Medium-term rental assistance
 - v. Housing search and placement
 - vi. Housing stability case management
 - vii. Life skills training
 - c. When developing a client's housing plan, the following eligible activities should be considered a medium priority:
 - i. Short-term rental assistance
 - ii. Utility assistance
 - iii. Utility deposits
 - iv. Security deposits
 - v. Rental arrears
 - vi. Rental application fees
 - vii. Child care
 - viii. Education services
 - ix. Transportation
 - d. When developing a client's housing plan, the following eligible activities should be considered a low priority:
 - i. Legal services
 - ii. Mental health services
 - iii. Last's month rental payments
 - iv. Moving costs
 - v. Mediation
 - vi. Credit repair
 - vii. Outpatient health services
 - viii. Mental health services
 - ix. Substance abuse treatment services
 - x. 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 re-housing or homeless prevention rental assistance must be provided in accordance with the housing relocation and stabilization services, in particular monthly case management. Program staff salary related costs cannot exceed 20% of the total grant award. Staff time will be reimbursed based on the number of hours spent providing housing relocation and stabilization services for Stanislaus Urban County clients plus up to 20% benefits, excluding overhead costs. Paid time off (PTO) is not an eligible expense.
16. **Financial assistance costs.** Financial assistance costs are eligible activities under Housing Relocation and Stabilization Services. Subject to the general conditions under 24 CFR § 576.103 and 24 CFR §576.104, ESG funds may be used to pay housing owners, utility companies, and other third parties for the following costs in order of funding priority:

- a. Rental application fees. ESG funds may pay for the rental housing application fee that is charged by the owner to all applicants.
 - b. Security deposits. ESG funds may pay for a security deposit that is equal to no more than 2 months' rent.
 - c. Last month's rent. If necessary to obtain housing for a program participant, the last month's rent may be paid from ESG funds to the owner of that housing at the time the owner is paid the security deposit and the first month's rent. This assistance must not exceed one month's rent and must be included in calculating the program participant's total rental assistance, which cannot exceed 24 months during any 3-year period.
 - d. Utility deposits. ESG funds may pay for a standard utility deposit required by the utility company for all customers for the utilities listed in paragraph (v) of this section.
 - e. Utility payments. ESG funds may pay for up to 24 months of utility payments per program participant, per service, including up to 6 months of utility payments in arrears, per service. A partial payment of a utility bill counts as one month. This assistance may only be provided if the program participant or a member of the same household has an account in his or her name with a utility company or proof of responsibility to make utility payments. Eligible utility services are gas, electric, water, and sewage. No program participant shall receive more than 24 months of utility assistance within any 3-year period.
 - f. Moving costs. ESG funds may pay for moving costs, such as truck rental or hiring a moving company. This assistance may include payment of temporary storage fees for up to 3 months, provided that the fees are accrued after the date the program participant begins receiving assistance under paragraph (b) of this section and before the program participant moves into permanent housing. Payment of temporary storage fees in arrears is not eligible.
17. **Housing search and placement.** Housing Search and Placement is an eligible activity under Housing Relocation and Stabilization Services. This includes activities necessary to assist program participants in locating, obtaining, and retaining suitable permanent housing, as follows:
- a. Assessment of housing barriers, needs, and preferences;
 - b. Development of an action plan for locating housing;
 - c. Housing search;
 - d. Outreach to and negotiation with owners;
 - e. Assistance with submitting rental applications and understanding leases;
 - f. Assessment of housing for compliance with ESG requirements for habitability, lead-based paint, and rent reasonableness;
 - g. Assistance with obtaining utilities and making moving arrangements; and
 - h. Referral for tenant counseling, to local fair housing provider.
18. **Housing Stability Case Management.** Housing Stability Case Management is an eligible activity under Housing Relocation and Stabilization Services. Each program participant receiving homelessness prevention or rapid rehousing assistance must meet regularly with a case manager and the assistance provider must develop an individualized housing plan to help that program participant retain permanent housing after the ESG assistance ends. These requirements are intended to help ensure that the ESG-funded emergency, short-term or medium-term assistance will be effective in helping program participants regain long-term housing stability and avoid relapses into homelessness. ESG funds may be used to pay cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to facilitate housing stability for a program participant who resides in permanent housing or to assist a program participant in overcoming immediate barriers to obtaining housing. This assistance

cannot exceed 30 days during the period the program participant is seeking permanent housing and cannot exceed 24 months during the period the program participant is living in permanent housing. Component services and activities consist of:

- a. Using the centralized or coordinated assessment system as required under 24 CFR §576.400(d), to evaluate individuals and families applying for or receiving homelessness prevention or rapid re-housing assistance;
- b. Conducting the initial evaluation required under 24 CFR § 576.401(a), including verifying and documenting eligibility, for individuals and families applying for homelessness prevention or rapid re-housing assistance;
- c. Counseling;
- d. Developing, securing, and coordinating services and obtaining Federal, State, and local benefits;
- e. Monitoring and evaluating program participant progress;
- f. Providing information and referrals to other providers;
- g. Developing an individualized housing and service plan, including planning a path to permanent housing stability; and
- h. Conducting re-evaluations required under 24 CFR § 576.401(b).

18. **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.
19. **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.
20. **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.
21. **24 CFR § 576.107 HMIS System.** Provided funding from another local source is not already available for the HMIS related costs below, the recipient or sub-recipient may use ESG funds to pay the costs of contributing data to the HMIS designated by the CoC for the area. Activities funded under this section must comply with HUD's standards on participation, data collection, and reporting under a local HMIS. Eligible activities under this category include:
 - a. Purchasing or leasing computer hardware;
 - b. Purchasing software or software licenses;
 - c. Purchasing or leasing equipment, including telephones, fax machines, and furniture;
 - d. Obtaining technical support;
 - e. Leasing office space;
 - f. Paying charges for electricity, gas, water, phone service, and high-speed data transmission necessary to operate or contribute data to the HMIS;

- g. Paying salaries for operating HMIS including, completing data entry, monitoring and reviewing data quality, completing data analysis, reporting to the HMIS Lead, training staff on using the HMIS or comparable database, and implementing and complying with HMIS requirements;
- h. Paying costs of staff to travel to and attend HUD-sponsored and HUD-approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act;
- i. Paying staff travel costs to conduct intake;
- j. Paying participation fees charged by the HMIS Lead, if the recipient or sub-recipient is not the HMIS Lead. The HMIS Lead is the entity designated by the CoC to operate the area's HMIS; and
- k. If the sub-recipient is a victim services provider or a legal services provider, it may use ESG funds to establish and operate a comparable database that collects client-level data over time (i.e., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.

Evaluating Outcomes

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

Record Keeping

1. **Homeless Status.** Documentation of homeless status must occur at intake. Lack of third-party documentation must not prevent an individual or family from being immediately admitted to emergency shelter, receiving street outreach services, or being immediately admitted to shelter or receiving services provided by a victim service provider. Records contained in an HMIS or comparable database used by victim service or legal service providers are acceptable evidence of third-party documentation and intake worker observations if the HMIS retains an auditable history of all entries, including the person who entered the data, the date of entry, and the change made; and if the HMIS prevents overrides or changes of the dates on which entries are made. Priority for obtaining evidence is as follows:
 - a. Third Party Written
 - b. Third Party Oral

- c. Documents provided by program participant
 - d. Self-declaration
2. **Documenting Homelessness.** For each individual or family who receives ESG homelessness assistance, the records must include the evidence relied upon to establish and verify the individual or family's "homelessness" status. This evidence must include an intake and certification form that meets HUD specifications and is completed by the sub-recipient. Required documentation includes the following:
- a. If the individual or family is lacking a fixed nighttime residence and is staying in either a place not meant for habitation or a shelter, acceptable evidence includes:
 - i. A written observation by an outreach worker of the conditions where the individual or family was living,
 - ii. A written referral by another housing or service provider, 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:
 - a. The services and assistance provided to that program participant, including, as applicable, the security deposit, rental assistance, and utility payments made on behalf of the program participant;
 - b. Compliance with the applicable requirements for providing services and assistance to that program participant under the program components and eligible activities provisions at 24 CFR § 576.101 through 24 CFR § 576.106, the provision on determining eligibility and amount and type of assistance at 24 CFR §576.401(a) and (b), and the provision on using appropriate assistance and services at 24 CFR §576.401(d) and (e); and
 - c. Where applicable, compliance with the termination of assistance requirement in 24 CFR § 576.402.

Coordination Among Homeless Service Providers

1. **Centralized or Coordinated Assessment Systems and Procedures.** The recipient and its sub-recipients must keep documentation evidencing the use of, and written intake procedures for, the centralized or coordinated assessment system(s) developed by the (CoC(s) in accordance with the requirements established by HUD.
2. **Provider Coordination.** The ESG Sub-committee will meet once a month, after the general CoC meeting. ESG recipients must attend this sub-committee meeting bi-monthly to ensure standardized coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers, other homeless assistance providers, and mainstream service and housing providers.

3. **Coordination with CoC(s) and other Programs.** The recipient and its sub-recipients must document their compliance with the requirements of 24 CFR § 576.400 for consulting with the Continuum(s) of Care and coordinating and integrating ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs. *HMIS*. The recipient must keep records of the participation in HMIS or a comparable database by all projects of the recipient and its sub-recipients.

Other

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

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

The CoC has developed a working sub-committee 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. Through the HMIS Sub-committee, universal entry and assessment forms have been developed and are in use by each agency required to enter into the HMIS system. The Sub-committee also implemented a common release form for client permission to be entered into HMIS. Throughout Fiscal Year 2016-2017, the Sub-committee will continue to work together to further develop the CoC's coordinated assessment process.

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

ESG funds are 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 and the CoC, reviewed each written application submission and oral presentation and scored them individually. Scoring for ESG grants consists of the following categories:

Capacity & Experience

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

Need/Extent of the Problem

- ◆ Prevention Focus
- ◆ Consolidated Plan Consistency/Priority
- ◆ Meeting a Community Need

Collaboration

- ◆ Does Project Include Cross Sector Engagements?
- ◆ Is there Partnerships and Collaborations?
- ◆ Outreach and Referrals

Accomplishments & Program Evaluation

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

Financials

- ◆ Clear and Efficient Budget
- ◆ Leveraging Sources

Performance & Risk Assessment

- ◆ Implementation- Soundness of Approach
- ◆ Monitoring Results and Timeliness

Project Innovation

Grant Submittal

- ◆ Is the Application Clear?
- ◆ Presentation Value

As discussed earlier within the Consultation Process section of this document, the results of the competitive process will be presented to the CoC, and the ESG/SHP/HMIS Sub-committee for input in March 2016.

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

The CoC has three formerly homeless persons currently actively participating in meetings. The CoC will continue to work to gain input from homeless individuals and advocacy groups for all CoC projects. A Street Relief resources fair for the homeless, which connected homeless persons to medical screenings, enrollment assistance, documentation replacements, emergency food and clothing, as well as for general resource and referral services, is coordinated by CoC members annually. The 2016 Point in Time (PIT) count for sheltered homeless was conducted on Wednesday evening, January 27, 2016 and the unsheltered homeless count was conducted on Thursday, January 28, 2016. Surveys conducted included comments from homeless persons on what services they needed most. The results from the PIT count will be made available in April 2016.

5. Describe performance standards for evaluating ESG.

Discussion

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 with 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, ESG 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.

APPENDIX I

PROJECT AREA MAPS

Maps: Stanislaus County CDBG Project Areas

Airport Neighborhood

Empire

Maps: Urban County City CDBG Eligible Area Maps

Ceres

Hughson

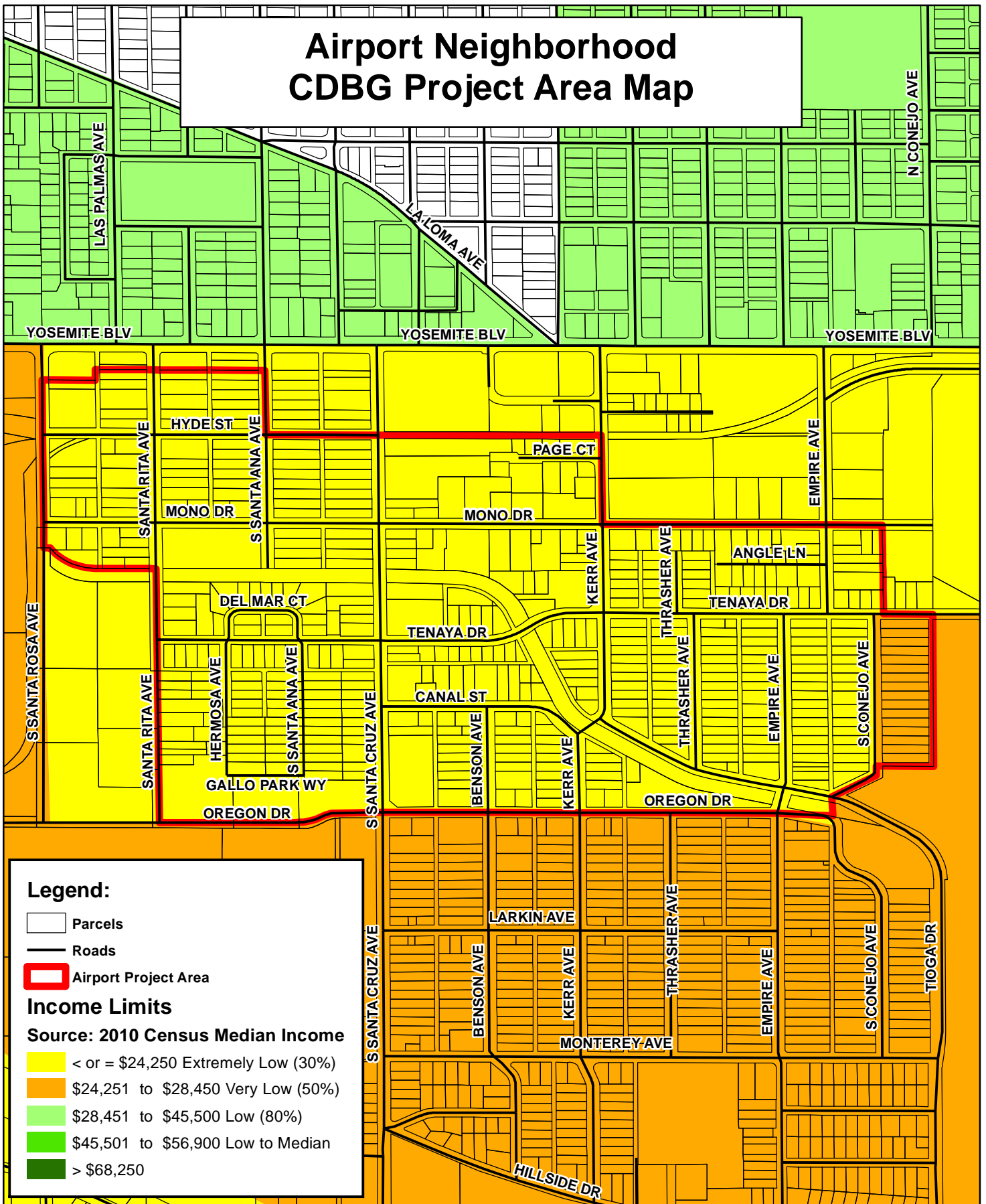
Newman

Oakdale

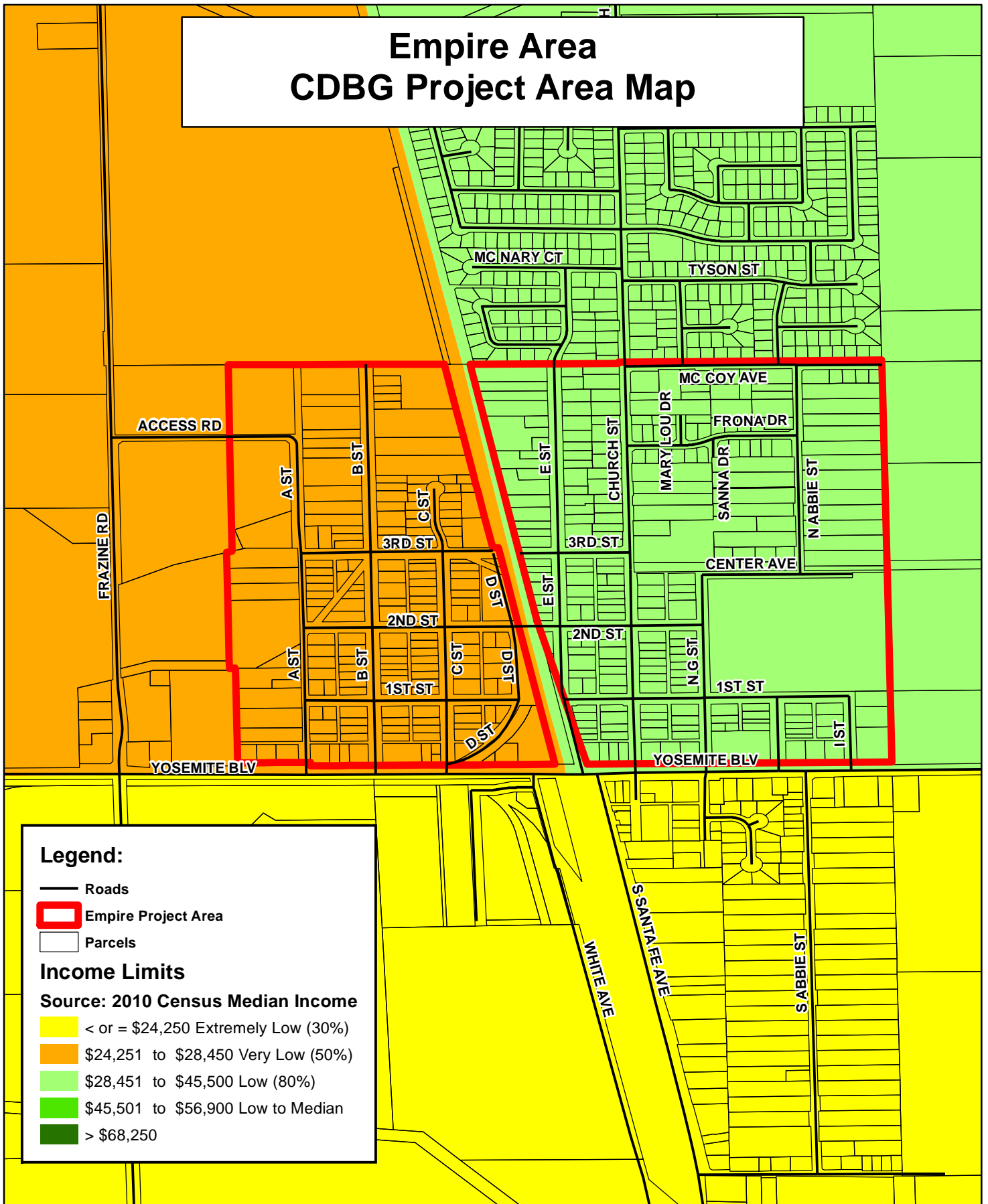
Patterson

Waterford

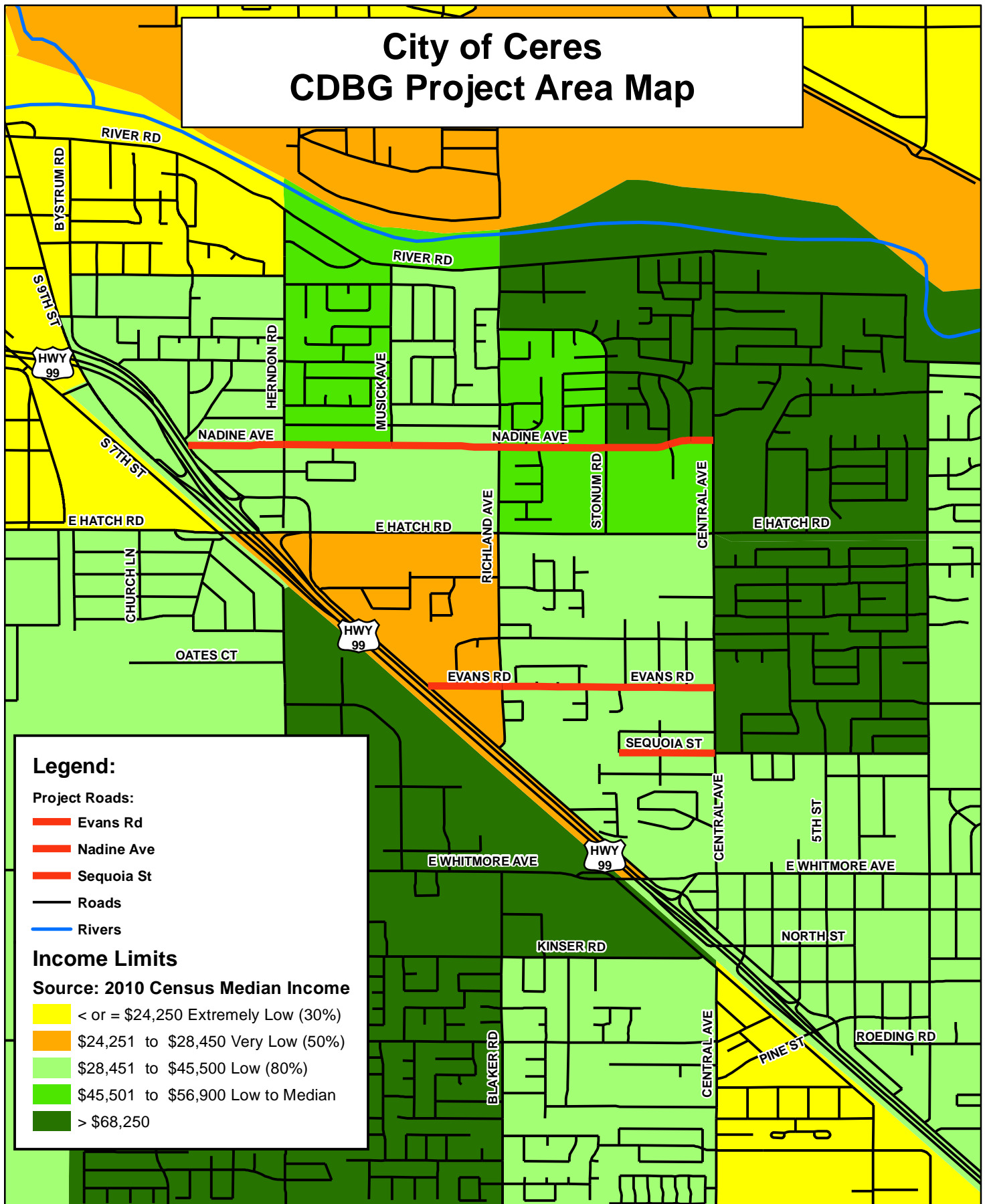
Airport Neighborhood CDBG Project Area Map



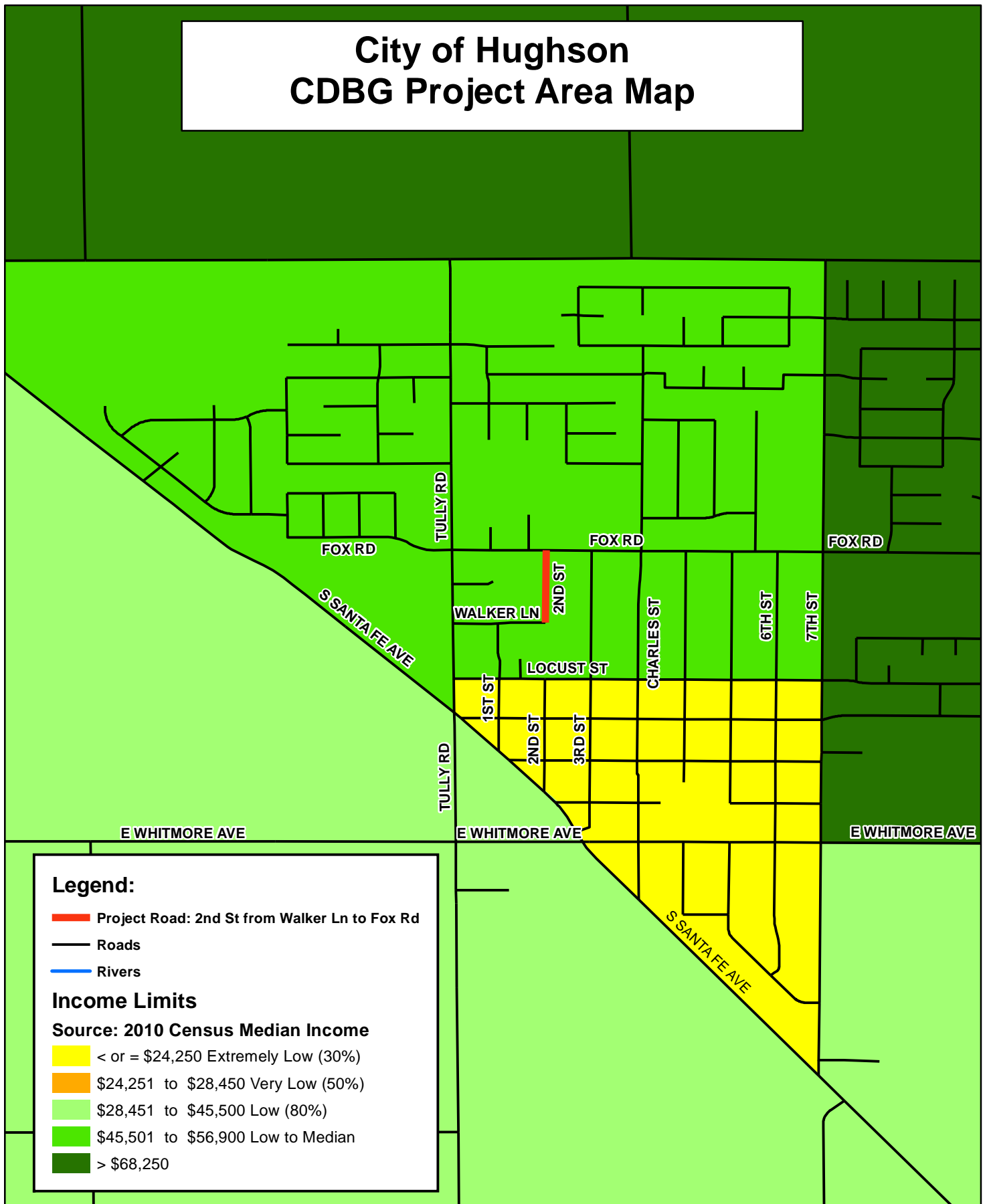
Empire Area CDBG Project Area Map



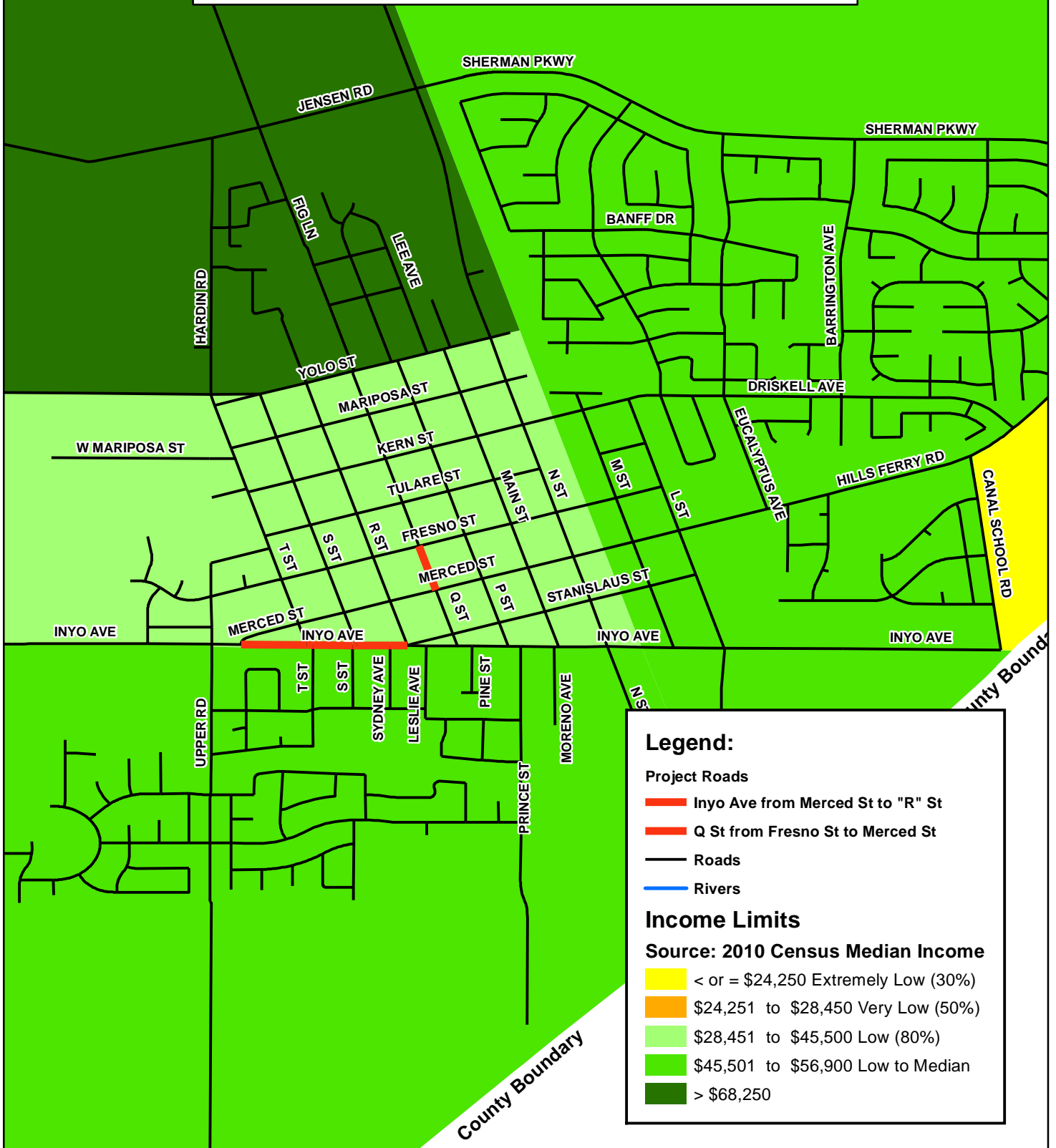
City of Ceres CDBG Project Area Map



City of Hughson CDBG Project Area Map



City of Newman CDBG Project Area Map



**City of Oakdale
CDBG Project Area Map**

Legend:

Project Roads:

- HINKLEY AVE
- WANDA WY
- WOOD AVE

Roads

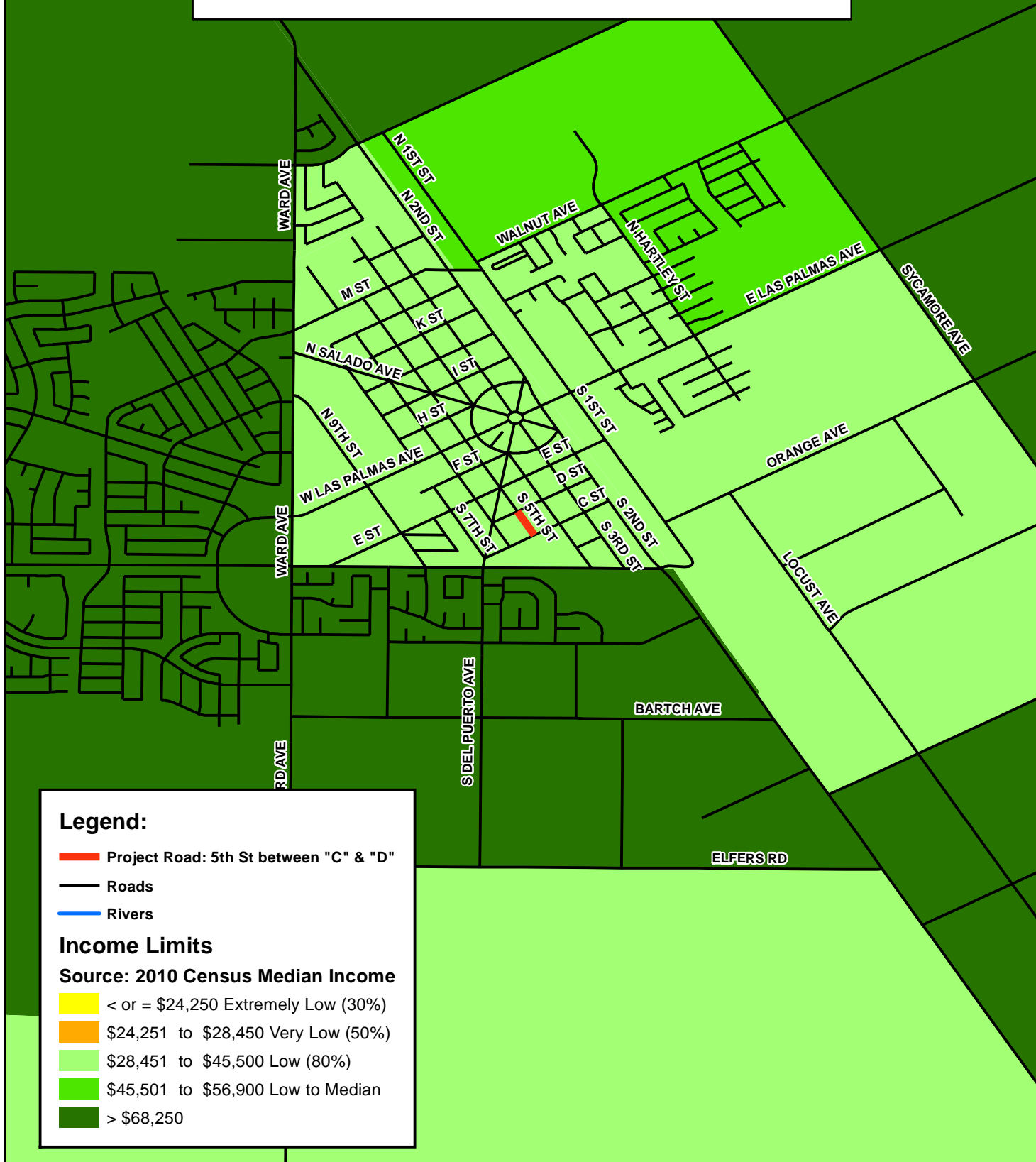
Rivers

Income Limits

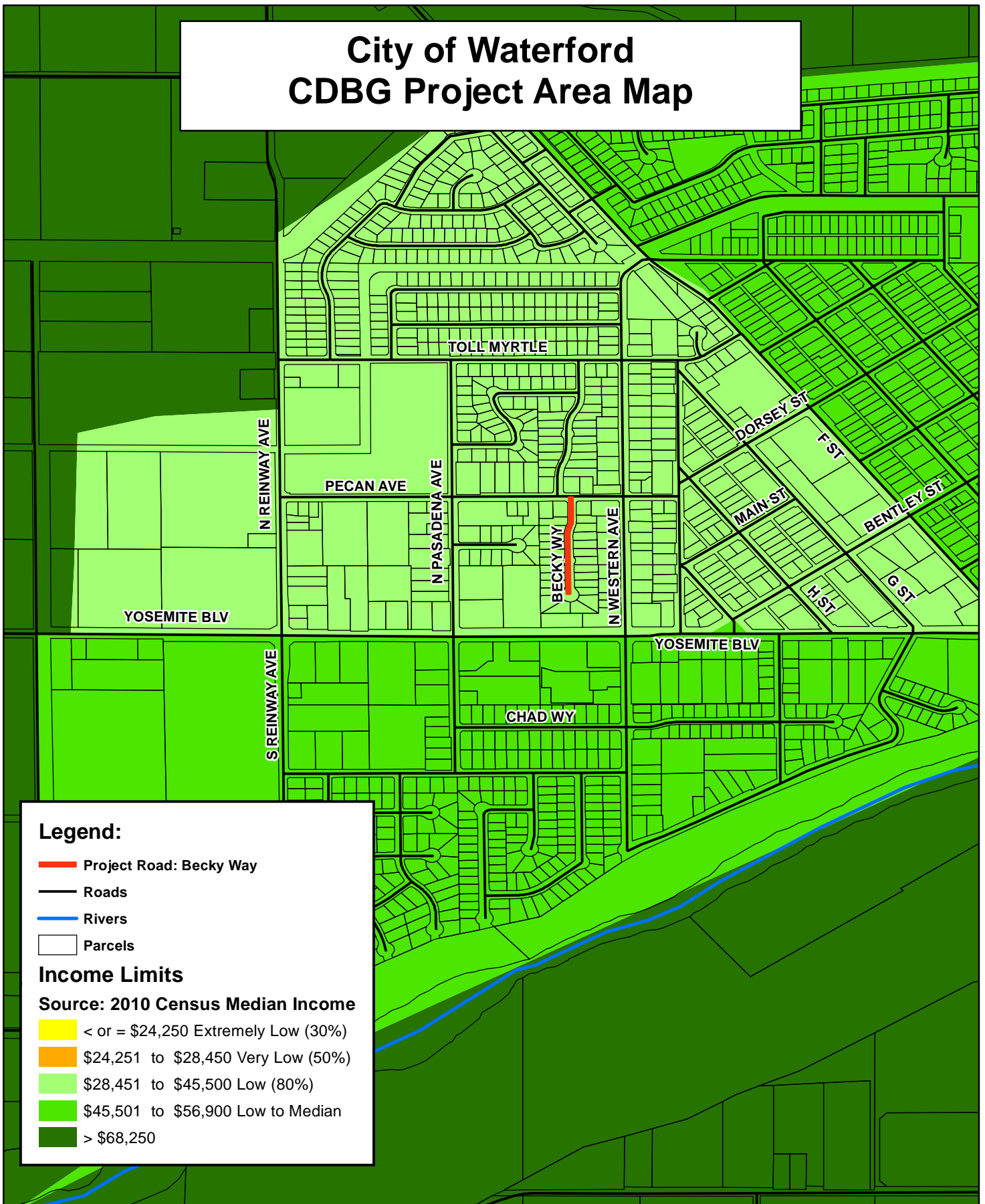
Source: 2010 Census Median Income

- < or = \$24,250 Extremely Low (30%)
- \$24,251 to \$28,450 Very Low (50%)
- \$28,451 to \$45,500 Low (80%)
- \$45,501 to \$56,900 Low to Median
- > \$68,250

City of Patterson CDBG Project Area Map



City of Waterford CDBG Project Area Map



APPENDIX 2

CERTIFICATIONS

- A. SF-424 Application for federal Assistance – CDBG (3 pages)
- B. SF-424 Application for federal Assistance – ESG (3 pages)
- C. CDBG Certifications (4 pages)
- D. ESG Certifications (2 pages)

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2 Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3 Date Received:**

4 Applicant Identifier:

R-02-06-0100

5a. Federal Entity Identifier:

5b Federal Award Identifier:

N/A

State Use Only:

6 Date Received by State:

7 State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

STANISLAUS COUNTY

*** b Employer/Taxpayer Identification Number (EIN/TIN):**

*** c Organizational DUNS:**

0731367720000

d. Address :

*** Street1:**

1010 10TH STREET, SUITE 3400

Street2:

*** City:**

MODESTO

County/Parish:

*** State:**

CA: California

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

95354

e. Organizational Unit:

Department Name:

Planning & Community Developme

Division Name:

COMMUNITY DEVELOPMENT

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mrs .

*** First Name:**

ANGELA

Middle Name:

*** Last Name:**

FREITAS

Suffix:

Title:

DIRECTOR, PLANNING & COMMUNITY DEVELOPMENT

Organizational Affiliation

STAFF

*** Telephone Number:**

209-525-6330

Fax Number:

209-525-5911

*** Email:**

angela@stancounty.com

Application for Federal Assistance SF-424

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

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*** Other (specify):**

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

HOUSING & URBAN DEVELOPMENT

11. Catalog of Federal Domestic Assistance Number:

14-228

CFDA Title:

COMMUNITY DEVELOPMENT BLOCK GRANT

*** 12. Funding Opportunity Number:**

14-228

*** Title:**

ENTITLEMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

13. Competition Identification Number:

Title:

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

Add Attachment

Delete Attachment

View Attachment

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

Stanislaus County Annual Action Plan FY2016-2017 that includes \$2,171,255 in CDBG funds for activities such as Public Services, Fair Housing, Economic Development, Infrastructure, and Administration.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

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

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="2,171,255.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="2,171,255.00"/>

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

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

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

If "Yes", provide explanation and attach

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

☒ ** I AGREE

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

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

Application for Federal Assistance SF-424*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):***** Other (Specify):***** 3. Date Received:****4 Applicant Identifier:**

E 14-UC-06-0100

5a. Federal Entity Identifier:**5b. Federal Award Identifier:****State Use Only:****6. Date Received by State:****7 State Application Identifier:****B. APPLICANT INFORMATION:***** a. Legal Name:**

STANISLAUS COUNTY

*** b. Employer/Taxpayer Identification Number (EIN/TIN):***** c. Organizational DUNS:**

0731367720000

d. Address:*** Street1:**

1010 10TH STREET, SUITE 3400

Street2:*** City:**

MOLESTO

County/Parish:*** State:**

CA: California

Province:*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

95354

e. Organizational Unit:**Department Name:**

PLANNING & COMMUNITY DEVELOPME

Division Name:

COMMUNITY DEVELOPMENT

f. Name and contact information of person to be contacted on matters involving this application:**Prefix:**

Ms.

*** First Name:**

ANGELA

Middle Name:*** Last Name:**

FREITAS

Suffix:**Title:** DIRECTOR, PLANNING & COMMUNITY DEVELOPMENT**Organizational Affiliation:**

STAFF

*** Telephone Number:** 209-525-6330**Fax Number:** 209-525-5911*** Email:** angela@stancounty.com

Application for Federal Assistance SF-424

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

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

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

HOUSING & URBAN DEVELOPMENT

11. Catalog of Federal Domestic Assistance Number:

14-231

CFDA Title:

EMERGENCY SOLUTIONS GRANT

*** 12. Funding Opportunity Number:**

14-231

* Title:

ENTITLEMENT EMERGENCY SOLUTIONS PROGRAM

13. Competition Identification Number:

Title:

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

Add Attachment

Delete Attachment

View Attachment

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

Stanislaus County Annual Action Plan FY 2016-2017 that includes \$197,836 in ESG funds for the delivery of homeless prevention, rapid re-housing and shelter services.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

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

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="197,836.00"/>
* b. Applicant	<input type="text" value=""/>
* c. State	<input type="text" value=""/>
* d. Local	<input type="text" value=""/>
* e. Other	<input type="text" value=""/>
* f. Program Income	<input type="text" value=""/>
* g. TOTAL	<input type="text" value="197,836.00"/>

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

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

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

If "Yes", provide explanation and attach

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

☒ ** I AGREE

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

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative

* Date Signed:

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.

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

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

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

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

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

Signature/Authorized Official

Date

Specific CDBG Certifications

The Entitlement Community certifies that:

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

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

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

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

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

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

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

Excessive Force -- It has adopted and is enforcing:

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

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

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

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

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

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

Signature/Authorized Official

Date

Title

**OPTIONAL CERTIFICATION
CDBG**

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

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

Signature/Authorized Official

Date

Title

ESG Certifications

The Emergency Solutions Grants Program Recipient certifies that:

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

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

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

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

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

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

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

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

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

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

Signature/Authorized Official

Date

Title

APPENDIX 3

FISCAL YEAR 2016

INCOME LIMITS

A. Fiscal Year 2016 Income Limits Summary for Stanislaus County (pp.81)

FY 2016 Income Limits Summary

Stanislaus County, California										
FY 2016 Income Limit Area	<u>Median Income</u>	FY 2016 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Stanislaus County	\$56,800	Extremely Low (30%)	\$12,400	\$16,020	\$20,160	\$24,300	\$28,440	\$32,580	\$36,550*	\$38,900*
		Very Low (50%)	\$20,650	\$23,600	\$26,550	\$29,450	\$31,850	\$34,200	\$36,550	\$38,900
		Low (80%)	\$33,000	\$37,700	\$42,400	\$47,100	\$50,900	\$54,650	\$58,450	\$62,200

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2016 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2016 [Fair Market Rent documentation system](#).

Effective March 28, 2016

ATTACHMENT 2

**Public Service Grant (PSG)
Requests FY 2016-2017**
Applications Received and Recommended Awards

PUBLIC SERVICES GRANTS (PSG)									
RANKING	SCORE	AGENCY	PROGRAM NAME	PROGRAM TYPE	FOCUS AREA*	GRANT	OTHER FUNDING	AMOUNT REQUEST	FUNDING RECOMMENDATION
1	124.25	Center for Human Services	Westside Family Resource Center-Supportive Services	Family Resource Center	Patterson	PSG	Health Services Agency (HSA), First 5 CA, BHRS, Donors	\$ 20,000.00	\$ 20,000.00
2	123.50	Healthy Aging Association	Young at Heart Program	Health/Education/Outreach	County-wide	PSG	United Way, Donors, Sponsorships, Foundations	\$ 20,000.00	\$ 20,000.00
3	122.38	Center for Human Services	Ceres Partnership for Healthy Children	Family Resource Center	Ceres	PSG	Health Services Agency (HSA), First 5 CA, BHRS, Donors	\$ 20,000.00	\$ 20,000.00
4	121.88	Children's Crisis Center	Guardian House Program	Emergency Shelter	Oakdale	PSG	Cal Fresh, Health Services Agency (HSA), First 5 CA, BHRS, Foundation, Donors	\$ 20,000.00	\$ 20,000.00
5	121.63	Center for Human Services	Oakdale Family Resource Center-Crisis Support Program	Family Resource Center	Oakdale	PSG	Health Services Agency (HSA), First 5 CA, BHRS, Donors	\$ 20,000.00	\$ 20,000.00
6	121.26	CASA	Direct Services Program	Court Advocacy	County-wide	PSG	Federal IVE, State, Foundation, Donors	\$ 20,000.00	\$ 20,000.00
7	120.50	Children's Crisis Center	Marsha's Shelter Program	Emergency Shelter	CE, PA, UN	PSG	Cal Fresh, Health Services Agency (HSA), First 5 CA, BHRS, Foundation, Donors	\$ 19,980.00	\$ 19,980.00
8	119.38	DRAIL	Assistive Technology Program	Health/Education/Outreach	County-wide	PSG	Foundations, Donors, Events	\$ 5,000.00	\$ 5,000.00
9	119.13	Salvation Army -Red Shield	Tutoring and Computer Program	After School Program	South Modesto	PSG	Foundations, Donors, Events	\$ 19,812.00	\$ 19,812.00
10	118.88	Children's Crisis Center	Verda's Children Shelter	Emergency Shelter	HU, NE, PA, WA	PSG	Cal Fresh, Health Services Agency (HSA), First 5 CA, BHRS, Foundation, Donors	\$ 19,980.00	\$ 19,980.00
11	117.75	Second Harvest Food Bank	Food Assistance Program	Food Assistance	County-wide	PSG	Corporate Grants, Donations, United Way, Sponsors	\$ 20,000.00	\$ 20,000.00
12	117.38	Family Promise	Renter Restoration Program	Housing Counseling	County-wide	PSG	Donors, Fundraising	\$ 19,932.00	\$ 12,354.00
13*	117.37	Salvation Army -Red Shield	At Risk Teen Program	Recreational Activity	Parklawn & South Modesto	PSG	Foundations, Donors, Events	\$ 19,902.00	\$ -
14	116.38	The Salvation Army	Health Clinic	Health/Education / Outreach	Hughson	PSG	Foundations, Donors, Events	\$ 20,000.00	\$ -
15	113.00	We Care Program	Cold Weather Shelter	Emergency Shelter	Keyes/Ceres	PSG	Federal-Emergency Food & Shelter Program (EFSP), Donors, Sponsorships	\$ 20,000.00	\$ -
16	111.5	Parent Resource Center	Talking with Your Teens	Parent Engagement Program	County-wide	PSG	Health Services Agency (HSA), First 5 CA, BHRS, Donors	\$ 19,992.00	\$ -
17	110.25	Salvation Army -Red Shield	Music Program	After School Program	County-wide	PSG	Foundations, Donors, Events	\$ 6,465.00	\$ -
18	109.88	The Salvation Army	Homeless Meals Program	Food Assistance	County-wide	PSG	Private Donations, Fundraising	\$ 20,000.00	\$ -
19	109.63	Parent Resource Center	Fatherhood Project	Parent Engagement Program	PA, NE, UN	PSG	First 5 CA, Health Services Agency (HSA), Donors	\$ 20,000.00	\$ -
20	109.38	United Samaritans Foundation	Mobile Lunch Program	Food Assistance	Hughson	PSG	Kaiser Permanente, Modesto City Schools, Private, Donations	\$ 20,000.00	\$ -
21	107.88	Family Promise	Progress and Prevention	Housing Counseling	County-wide	PSG	Foundations, Donors, Events	\$ 14,388.00	\$ -
22	107.88	Second Harvest Food Bank	Food 4 Thought Program	Food Assistance	County-wide	PSG	Corporate Grants, Donations, United Way, Sponsors	\$ 20,000.00	\$ -
23	105.25	Westside Food Pantry	Westside Food Pantry	Food Assistance	Patterson	PSG	Fundraising	\$ 13,000.00	\$ -
24	101.5	Stanislaus County PAL	Empire Pool Program	Recreational Activity	Empire	PSG	Fundraising	\$ 20,000.00	\$ -
25	101.00	Youth for Christ Central Valley	Family Counseling	Family Counseling	County-wide	PSG	Private Donations, Fundraising	\$ 5,201.00	\$ -
26	96.63	West Modesto KKNC	Resilient West Modesto Children	Parent Engagement Program	West Modesto	PSG	Kaiser Permanente, Modesto City Schools, Private, Donations	\$ 20,000.00	\$ -
Total PSG Grant Amounts Requested/Recommended for Award								\$ 463,652.00	\$ 217,126.00

* Ceres- CE, Hughson- HU, Newman- NE, Patterson- PA, Waterford- WA, Unincorporated- UN
Bold, Italic, and Shaded = Recommended for Funding

* The Salvation Army Red Shield - At Risk Teen Program is being recommended to receive \$2,936.94 in prior fiscal year Community Development Block Grant funding approved for Neighborhood Revitalization Strategy Areas

Emergency Solutions Grants (ESG) Program Requests FY 2016-2017

Applications Received and Recommended Awards

EMERGENCY SOLUTIONS GRANTS (ESG)									
RANKING	SCORE	AGENCY	PROGRAM NAME	PROGRAM TYPE	FOCUS AREA*	GRANT	OTHER FUNDING	AMOUNT REQUEST	FUNDING RECOMMENDATION
1	116.75	<i>Family Promise</i>	<i>New Beginnings-Shelter to Solutions</i>	<i>Shelter/Rental Assistance</i>	<i>County-wide</i>	<i>ESG</i>	<i>Donors, Fundraising</i>	\$ 52,620.00	\$ 52,620.00
2	105.38	<i>The Salvation Army</i>	<i>Emergency Shelter</i>	<i>Shelter</i>	<i>County-wide</i>	<i>ESG</i>	<i>Foundations, Donors, Events</i>	\$ 60,000.00	\$ 60,000.00
3	103.88	<i>We Care Program</i>	<i>Emergency Cold Weather Shelter</i>	<i>Shelter</i>	<i>County-wide</i>	<i>ESG</i>	<i>Federal-Emergency Food & Shelter Program (EFSP),</i>	\$ 27,500.00	\$ 27,500.00
4	103.75	<i>Community Housing & Shelter Services</i>	<i>Homeless Prevention Rapid Re-Housing</i>	<i>Rental Assistance</i>	<i>County-wide</i>	<i>ESG</i>	<i>U.S. Housing and Urban Development (HUD)</i>	\$ 19,336.00	\$ 19,336.00
5	103.63	<i>Community Housing & Shelter Services</i>	<i>Homeless Management Information System</i>	<i>HMIS</i>	<i>County-wide</i>	<i>ESG</i>	<i>U.S. Housing and Urban Development (HUD)</i>	\$ 36,926.00	\$ 14,837.00
6	101.00	<i>The Salvation Army</i>	<i>Outreach Program</i>	<i>Outreach</i>	<i>County-wide</i>	<i>ESG</i>	<i>Foundations, Donors, Events</i>	\$ 40,000.00	\$ 8,706.00
7	99.38	<i>We Care Program</i>	<i>Rapid- Re-Housing Program</i>	<i>Rental Assistance</i>	<i>County-wide</i>	<i>ESG</i>	<i>Federal-Emergency Food & Shelter Program (EFSP),</i>	\$ 29,420.00	\$ -
8	96.13	<i>Stanislaus Asian Community Legal Services</i>	<i>Outreach Program</i>	<i>Outreach</i>	<i>County-wide</i>	<i>ESG</i>	<i>Foundations, Donors, Events</i>	\$ 82,000.00	\$ -
Total ESG Grant Amounts Requested/Recommended for Award								\$ 347,802.00	\$ 182,999.00
Total All Grant Amounts Requested/Recommended for Award								\$ 758,071.00	\$ 400,125.00

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

Bold, Italic, and Shaded = Recommended for Funding

ATTACHMENT 3

STANISLAUS COUNTY
DEPARTMENT OF PLANNING AND
COMMUNITY DEVELOPMENT
1010 10th Street, Suite 3400
Modesto, California 95354

NOTICE OF EXEMPTION

Project Title: Fiscal Year 2016-2017 Annual Action Plan (AAP)

Applicant Information: Stanislaus County, Department of Planning and Community Development.

Project Location: Unincorporated Stanislaus County, and the cities of Ceres, Hughson, Newman, Oakdale, Patterson, Turlock, and Waterford.

Description of Project: Stanislaus County, as lead agency for the Stanislaus Urban County (made up of the cities of Ceres, Hughson, Newman, Oakdale, Patterson, and Waterford), has developed the Fiscal Year 2016-2017 Annual Action Plan. The AAP provides an assessment of community development needs and describes strategies to assist in meeting those needs through programs proposed for CDBG, ESG, and HOME funding in the 2016-2017 Fiscal Year. ESG and HOME funds may also be utilized in the city of Turlock. This document is required by HUD to remain eligible for entitlement CDBG, ESG, and HOME funds.

Name of Agency Approving Project: Stanislaus County Board of Supervisors

Lead Agency Contact Person: Ana San Nicolas, Associate Planner

Telephone: (209) 525-6330

Exempt Status: (check one)

- ☐ Ministerial (Section 21080(b)(1); 15268);
- ☐ Declared Emergency (Section 21080(b)(3); 15269(a));
- ☐ Emergency Project (Section 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: _____
- ☒ Statutory Exemptions. State code number: Section 15262 Feasibility and Planning Studies.
- ☐ General Exemption.

Reasons why project is exempt: There are no binding commitments made from the documents. All actions requiring subsequent environmental review will be required to do so. Those elements, such as administration, and the provision of public services, are exempt and do not create an environmental effect.



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

THIS AGREEMENT is made and entered into on this 14th day of June , 2016 by and among the City of Turlock, a municipal corporation of the State of California and located within the boundaries of Stanislaus County (hereinafter "Turlock") and the Urban County of Stanislaus.

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

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

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

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

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

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

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

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

NOW, THEREFORE, based upon the terms and conditions outlined below, the parties hereby agree as follows:

I. CONSORTIUM

- A. Turlock and the Stanislaus Urban County agree to act jointly as a consortium within the meaning of the Act to become a participating jurisdiction to be known as the **Turlock/ Stanislaus County HOME Consortium** (hereinafter TURLOCK HOME CONSORTIUM"). Turlock and the Stanislaus Urban County will act jointly as the TURLOCK HOME CONSORTIUM for the purposes of applying jointly for federal funding under the HOME Investment Partnership Program undertaking or assisting in undertaking HOME eligible housing assistance activities described in Title II of the Act, the latter to include, but not be limited to, acquiring, rehabilitating, constructing affordable housing, and providing tenant-based rental assistance. This Agreement to operate as the TURLOCK HOME CONSORTIUM is a renewal of the parties' 2000 and subsequent commitments to operate as the TURLOCK HOME CONSORTIUM. This Agreement supersedes all previously executed agreements regarding the TURLOCK HOME CONSORTIUM.
- B. The Lead Agency of the TURLOCK HOME CONSORTIUM will be the City of Turlock. The City of Turlock shall provide leadership and have overall management responsibility to direct the TURLOCK HOME CONSORTIUM activities. Further, as the Lead Agency, the City of Turlock shall make appropriate policy assessments and decisions concerning issues relating to existing HOME funds for which the authority and responsibility rests with the Lead Agency. Except for the authority and responsibilities vested in the Lead Agency concerning the development of the TURLOCK HOME CONSORTIUM's Consolidated Plan, the TURLOCK HOME CONSORTIUM shall affirmatively further the region's planning for affordable housing.

II. ROLES AND DECISION MAKING PROCESS

- A. Stanislaus Urban County agrees that Turlock shall serve as the Lead Agency and administer the TURLOCK HOME CONSORTIUM through Turlock's staff. As Lead Agency, Turlock shall perform all duties and responsibilities as set forth for the Lead Agency by the terms of this Agreement. The Lead Agency shall provide effective leadership, support and management of the TURLOCK HOME CONSORTIUM's required functions. In addition, Lead Agency's staff shall provide, subject to

adequate funding, effective leadership, support, and management furthering the Consortium's affordable housing policies.

- B. As the Lead Agency, Turlock shall be responsible for the management and accounting of all TURLOCK HOME CONSORTIUM funds. Turlock's management and accounting for all TURLOCK HOME CONSORTIUM funds shall conform to the policies, regulations and statutes governing such funds.
- C. Turlock and the Stanislaus Urban County agree that all projects will be reviewed for compliance with the relevant funding sources' rules or guidelines by the Lead Agency and only those which meet the technical requirements of the relevant source of funds will be eligible to be reviewed for funding recommendations by the Technical HOME Committee (THC) described in Paragraphs II (F) of this Agreement. The Lead Agency will screen activities for conformance with any minimum threshold criteria established in the Consolidated Plan which may be stricter than those imposed by the funding source's own rules, regulations or guidelines. The reference here to technical staff of the TURLOCK HOME CONSORTIUM members, as well as the similar references in Paragraphs (E) and (F) below, refer to those individuals identified in Section III, Paragraphs (A), (B) and (C).
- D. Threshold criteria and any other criteria, incentives, etc., developed for each CHDO allocation of funding regardless of other leveraged funding sources, will be developed by the Lead Agency in collaboration with technical staff persons from each TURLOCK HOME CONSORTIUM jurisdiction. Such criteria will be consistent with all relevant policies and priorities contained in the Consolidated Plan, related plans from individual CDBG entitlement jurisdiction pursuant to 24 CFR 91.220 (hereinafter referred to as "Action Plans") and individual housing elements in each jurisdiction's General Plans.
- E. Turlock and the Stanislaus Urban County agree that a THC will exist and be guided by established policies and procedures for the Consortium. The THC will be comprised of no less than one person from each of the jurisdictions participating in the TURLOCK HOME CONSORTIUM. A person will be appointed by each jurisdiction made up of one technically proficient (that is persons knowledgeable in housing issues) staff person. The THC shall adopt a conflict of interest policy to be used in the operation of the Consortium. Turlock and the Stanislaus Urban County pledge adherence to the conflict of interest tenets embodied in HUD's CPD Notice 98-09 (Superceding CPD Notice 93-06) and NRS 281.481.
- F. Turlock and the Stanislaus Urban County agree that approved projects must conform to the appropriate environmental regulations, the jurisdictions' (impacted by the proposed project) General Plan, Consolidated Plan, and related Action Plans.

III. GENERAL ADMINISTRATION

- A. Turlock designates its Housing Program Services Manager or his or her designee as Turlock's representative to whom all notices and communications relating to TURLOCK HOME CONSORTIUM business from Stanislaus Urban County shall be directed.
- B. Stanislaus Urban County designates the Stanislaus County Planning and Community Development Director or his or her designee as representative to whom all notices and communications concerning TURLOCK HOME CONSORTIUM business from Turlock be directed. In addition, Turlock shall direct copies of all notices to the designated persons for every member agency of the TURLOCK HOME CONSORTIUM. Designated representatives for member agencies shall be specified in sub-agreements entered into between the agencies and the Lead Agency.
- C. Turlock's duty to notify the Stanislaus Urban County shall be complete when the communication is sent to all designated representatives specified in paragraph (B) of this section. It is the exclusive duty of the designated representatives to notify appropriate individual(s) and/or departments within their respective agencies.
- D. Turlock, as designated Lead Agency of the TURLOCK HOME CONSORTIUM, has the ultimate and overall responsibility under the Act in the view of HUD for ensuring that the TURLOCK HOME CONSORTIUM's HOME program is carried out as required in 24 CFR part 92, including the submission of a program description for the use of HOME funds which has been mutually agreed upon by Turlock and the Stanislaus Urban County for providing all assurances or certifications as required under 24 CFR part 92. The program description sets forth the TURLOCK HOME CONSORTIUM's estimated use of HOME funds (consistent with needs identified in its approved consolidated housing strategy and individual one-year plans) within each of the eligible activity categories. Therefore, Turlock requires Stanislaus County and Stanislaus County require Turlock to agree to strict adherence to the program description as approved and to all assurances and certifications provided, including agreeing to take all actions necessary to assure compliance with Turlock's certification under the Fair Housing Act; Executive Order 11063 (Equal Opportunity in Housing) and Title VI of the Civil Rights Act of 1964, the Uniform Relocation Assistance, Real Property Acquisitions Policy Act of 1970 and the Davis Bacon Act at 40 USC 276a, et seq. Turlock shall not provide HOME funds for activities in or support of any cooperating jurisdiction that does not affirmatively further fair housing within its own jurisdiction or activities that impede Turlock's actions to comply with Fair Housing certification. In addition, the Lead Agency is responsible for taking all required actions to comply with provisions of the National Environmental Policy Act of 1969. Stanislaus Urban County shall readily support the Lead Agency as requested to meet these requirements.

- E. Turlock and the Stanislaus Urban County agree that a prorated portion for self-directed projects should be based on the census population and poverty levels when determining how TURLOCK HOME CONSORTIUM HOME funds shall be dedicated to each participating jurisdiction each year. The funds so dedicated to the participating jurisdiction may be from any HOME funds, including program income, available to the TURLOCK HOME CONSORTIUM. Participating jurisdictions can self-direct funds within their participating jurisdiction by notifying the TURLOCK HOME CONSORTIUM of their jurisdictional funding self-direction recommendations **five (5) days** prior to the TURLOCK HOME CONSORTIUM's final public hearing to develop recommendations for funding. Any of the self-directed funds not allocated by the individual jurisdictions will no longer be dedicated to self-direction and will be made available for allocation by the TURLOCK HOME CONSORTIUM during the current funding cycle.
- F. Turlock and the Stanislaus Urban County further agree that HOME funds, such as CHDO Funds designated for affordable housing by agreement are administered by the TURLOCK HOME CONSORTIUM shall be distributed according to the funding source requirements.
- G. To effectively carry out activities under this Agreement, Turlock and the Stanislaus Urban County may negotiate allocation of TURLOCK HOME CONSORTIUM administrative funds or any other administrative funds available to the TURLOCK HOME CONSORTIUM as long as such allocation comports with the restrictions of the administrative funds so allocated.
- H. a. Each Party mutually agrees, pursuant to Government Code §894.5, to indemnify, hold harmless, and defend the other Party, its County Board of Supervisors, City Councils, boards and commissions, officers, agents, employees, and volunteers (collectively, the "indemnified Parties") in an amount equal to its proportionate share of liability on a comparative fault basis. This indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost or expense that arises out of, or is any way related to, the performance of services pursuant to this Agreement. This indemnity obligation extends, without limitation, to any injury, death, loss, or damage which occurs in the performance of the Agreement and that is sustained by a third party, agent, or contractor of a Party. Each Party executing this Agreement certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement, and it shall continue to maintain such funds throughout the Term of this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to require any Party to indemnify any other Party from any Claim arising from the sole negligence or willful misconduct of another Party. Nothing in this section shall be construed as authorizing an award of attorney fees in any action on or to enforce the terms of this Agreement.

This indemnity shall apply to all Claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided.

b. At its sole discretion, the indemnified Party may participate at its own expense in the defense of any claim, action or proceeding including the cost to hire their own attorney to monitor or defend, but such participation shall not relieve the indemnitor of any obligation imposed by this Agreement. The Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense. The Parties agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of each Party. In such cases, the Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs. Where a trial verdict, arbitration award or settlement allocates or determines the comparative fault of the parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault. The provisions of this section shall survive the termination of this Agreement.

- I. Disputes arising between the member agencies regarding direction, policy or procedure shall be resolved by the designated representatives. Should the designated representatives be unable to agree upon the resolution, the matter shall be referred to the respective governing bodies for resolution. If no resolution is forthcoming, the parties may terminate this Agreement in accordance with Section VIII below.
- J. The Lead Agency shall make all of its financial records related to the administration of HOME funds available for inspection to all persons including representatives from corporations and governments.
- K. Turlock and the Stanislaus Urban County commit to affirmatively furthering fair housing in all respects in their contributions to the operation of the TURLOCK HOME CONSORTIUM.

IV. CONSOLIDATED PLAN

- A. Turlock and the Stanislaus Urban County agree that although the Lead Agency is ultimately responsible for developing a HUD approved Consolidated Plan; all TURLOCK HOME CONSORTIUM members shall participate in the Consolidated Plan development process and end product.
- B. The Consolidated Plan document shall be prepared by Turlock staff or their designated consultant, in collaboration with the THC more than sixty

(60) days prior to the date the Consolidated Plan documents must be submitted to HUD.

- C. Turlock and the Stanislaus Urban County agree that necessary adjustments to the Consolidated Plan development process described herein will be made when necessary as required by the United States Department of Housing and Urban Development, including, but not limited to, any Consolidated Plan process.
- D. The TURLOCK HOME CONSORTIUM may use a Consolidated Plan advisory committee to assist in the development of the Consolidated Plan document and related documents.
- E. Notwithstanding the responsibility described in the above paragraph, the Lead Agency will schedule the adoption of the Consolidated Plan for a Turlock City Council meeting which will occur no less than 15 days prior to the submission date required by HUD.
- F. The above process may be modified by agreement of the THC if deemed appropriate.
- G. The Lead Agency shall prepare annual performance reports or whatever report specified by HUD and submit the same to HUD with copies to all participating jurisdictions.

V. FUND ADMINISTRATION

- A. All repayments of Consortium administered HOME funds and matching contributions and any payment of interest or other return on the investment of such HOME funds and matching contributions must be placed in a HOME investment trust account. Program income is to be reported annually to the Lead Agency. If the TURLOCK HOME CONSORTIUM terminates, such funds revert to the City of Turlock's own HOME investment trust account maintained by the Lead Agency.
- B. If the TURLOCK HOME CONSORTIUM terminates, such repayment of Consortium funds will be allocated to the remaining member jurisdictions based on the geographic distribution of the outstanding investment of such Consortium funds in the region, but only if such jurisdictions place such funds in a HOME account operated in compliance with HUD rules and regulations. If HUD prohibits the administration of HOME dollars by any resultant nonparticipating jurisdiction, repayments otherwise due to a nonparticipating jurisdiction will be administered by the City of Turlock in compliance with HUD regulations.

- C. The mechanisms by which any repayment of non-HOME funds and/or any payment of interest or other return on investment of such non-HOME funds to be made shall be governed by the restrictions imposed by the source of such funds. The TURLOCK HOME CONSORTIUM THC may describe procedures for such funds and repayments thereof consistent with such restrictions.
- D. The Lead Agency has the responsibility for monitoring and reporting according to HUD regulations and guidelines on the use of any local HOME funds.

VI. AMENDMENTS

- A. Should it become necessary to change the language of this Agreement to meet HUD approval, without making major changes and without altering the intent of the Agreement, such changes may be made administratively with the written consent of Turlock's and the Stanislaus Urban County's respective designated representatives.
- B. This agreement may be amended for the purpose of designating a new Lead Agency during this agreement's cycle, if unanimously agreed upon by the TURLOCK HOME CONSORTIUM and their respective governing body(ies).
- C. This agreement may be amended for purposes other than those described in Paragraph (A) above by written agreement by both Turlock and the Stanislaus Urban County's respective designated representatives.

VII. EFFECTIVE DATE

This Agreement shall go into effect October 1, 2017, and shall continue in full force and effect until September 30, 2020. The Stanislaus Urban County and Turlock shall be included in the TURLOCK HOME CONSORTIUM for a minimum of three federal fiscal years, which is reflected in the Consortium's Program years 17-18 (July 1, 2017 to June 30, 2018), 18-19 (July 1, 2018 to June 30, 2019), and 19-20 (July 1, 2019 to June 30, 2020). The renewal of this agreement is due to be completed and submitted to HUD by June 30, 2016.

VIII. TERMINATION OF AGREEMENT

If either Turlock or the Stanislaus Urban County desire to terminate the Agreement and its participation in the TURLOCK HOME CONSORTIUM they may do so by giving no less than six months prior written notice. The notice must be sent to the TURLOCK HOME CONSORTIUM members at the addresses appearing on the signature page and the notice must specify the effective date of the termination. The Agreement will terminate on the effective date specified in


the notice. As required by NRS 354.626, a TURLOCK HOME CONSORTIUM member may terminate this Agreement for failure of the member to appropriate or budget funds sufficient to carry out the purposes of this Agreement. In such event, the member will give as timely a notice as is reasonable practicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates appearing below.

CITY OF TURLOCK
156 South Broadway, Suite 250
Turlock, CA 95380

STANISLAUS COUNTY
1010 Tenth Street, Suite 3400
Modesto, CA 95354

By _____
Gary R. Hampton, City Manager

By  _____
Stan Risen
Stanislaus County Chief Executive
Officer, acting as
"Lead Entity" for the Stanislaus Urban
County

Or:


Gary Soiseth, Mayor

Date 6.26.16

Date 6/17/16

Approved as to form:

Approved as to form:

By  _____
Phaedra A. Norton, City Attorney

By  _____
Tom Boze, Assistant County Counsel

Attest:

By  _____
Kellie E. Weaver, City Clerk



**ANNUAL FUNDING AGREEMENT
DESIGNATING STANISLAUS COUNTY AS A SUB-RECIPIENT OF
HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDS THROUGH THE
CITY OF TURLOCK/STANISLAUS COUNTY HOME CONSORTIUM
FISCAL YEAR 2016-2017**

THIS SUBRECIPIENT AGREEMENT is made and entered into this 10th day of May 2016, by and between the **CITY OF TURLOCK**, hereafter called "TURLOCK" and the **CITY OF STANISLAUS COUNTY**, hereinafter called "MEMBER".

WITNESSETH:

WHEREAS, on May 10, 2016, TURLOCK and Stanislaus County ("County"), acting on behalf of the Stanislaus Urban County, entered into an Inter-Governmental Agreement Renewing the Turlock/Stanislaus County HOME Consortium ("Cooperative Agreement") for a period of three years, with the effective dates of October 1, 2016 through September 30, 2019; to qualify for HOME Investment Partnerships Program ("HOME") funds funded through the United States Department of Housing and Urban Development ("HUD"); and

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

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

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

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

- I. Consortium Allocation, Administration Funds, Program Activities, and Agreement Term
 1. Upon execution of this Agreement, MEMBER shall be designated as a HOME Sub-recipient for 2016-2017 fiscal year funds for the purpose of administering HOME-eligible activities, as further defined in subparagraph 2. below, in MEMBER'S locality, the funds for which shall be disbursed by TURLOCK.
 2. The maximum amount of fiscal year 2016-2017 HOME funds covered by this Agreement shall be One Hundred Thirty Thousand Seven Hundred Ninety Dollars (\$130,790), of which

One Hundred Twenty-Eight Thousand Two Hundred Ninety Dollars (\$128,290) shall be available for Homeowner Rehabilitation, Homebuyer, and Rental Development Program Activities as defined in subparagraphs a., b. and c. Two Thousand Five Hundred Dollars (\$2,500) shall be available for Program Administration. This funding will be disbursed on a reimbursement basis upon receipt of required program forms. In the event that HUD reduces the HOME allocation to the Consortium, MEMBER'S allocation may be reduced. Should MEMBER be unable to draw down all or a portion of its allocated administration funds by June 30, 2016, the remaining HOME funds will revert back to TURLOCK pursuant to the Re-Allocation Process described in Section I.6 below.

- a. Homeowner Rehabilitation funding will be provided for repairs and rehabilitation of owner-occupied units of income eligible person and families who meet the criteria of the HOME Program.
 - b. Homebuyer Program funding will be provided for down payment assistance for income eligible families and persons who meet the criteria of the HOME Program.
 - c. Rental Development activities will be used to acquire and or rehabilitate safe and affordable rental housing units of income eligible person and families who meet the criteria of the HOME Program.
3. This Agreement shall be in effect until June 30, 2017, or until all fiscal year 2016-2017 HOME funds are disbursed to MEMBER or for the duration of any affordability period required pursuant to 24 CFR Part 92 in conjunction with a project financed with fiscal year 2016-2017 HOME funds, whichever is longer.
4. Any changes to this Agreement shall be subject to the review and approval of TURLOCK and shall be codified through execution of a written amendment to this Agreement.
5. MEMBER acknowledges that there are timeliness deadlines in the commitment and expenditure of the funds in accordance with the HOME Program regulations. Failure to commit and expend the funds in a timely manner as set forth in this Agreement and as required under the 24 CFR Part 92 will result in funds being re-allocated to other Consortium activities.
 - a. MEMBER must commit funds under this Agreement to HOME-eligible projects within twelve (12) months ("Commitment Date") of the effective date of this Agreement in accordance with the definition of "commitment" as found in 24 CFR Part 92.2.
 - b. MEMBER must expend funds committed through this Agreement within four (4) years of the Commitment Date in accordance with 24 CFR 92.205(e)(2) and the definition of "project completion" as found in 24 CFR Part 92.2.
6. **Consortium Funding Re-allocation Process** – At the end of Fiscal Year 2016-2017, HOME funds not committed by MEMBER by the Commitment Date shall be re-allocated to TURLOCK for use on other HOME-eligible activities in the Consortium, through the following process administered by TURLOCK and as outlined in the Consortium's *HOME Program Policies and Procedures Manual*.
 - a. Funding shall be available on a first-come-first-served basis to Consortium Members, with first priority given to Consortium Member jurisdictions who fully committed their annual funding allocation during Fiscal Year 2016-2017 and who demonstrate an active pipeline of homeowner rehabilitation and/or homebuyer projects which will be completed within six (6) months after the end of the Agreement Term (i.e., by December 31, 2017).

- b. Re-allocated funding requests shall be made by Member Jurisdiction(s) no earlier than July 15, 2017 and no later than September 30, 2017.
- c. Funding not committed through the Re-allocation Process by September 30, 2017 shall be prioritized for development activities.

II. Activities and Program Delivery

1. As a subrecipient, MEMBER is responsible for identifying, selecting and implementing HOME-eligible activities within its jurisdiction. This includes contracting for the performance of these activities with other entities for HOME-eligible activities. In its role as subrecipient, MEMBER is responsible for fulfilling all the requirements of the HOME Program and for ensuring that HOME requirements are fulfilled by its contractors, as applicable.
2. MEMBER is responsible for managing Fiscal Year 2016-2017 HOME funds in a manner satisfactory to TURLOCK and consistent with the standards, policies and procedures required as a condition of providing these funds under 24 CFR Part 92 and as outlined in the Consortium's *HOME Program Policies and Procedures Manual*.
3. **Exhibit A** attached hereto contains MEMBER's projected HOME activities to be undertaken during the 2016-2017 fiscal year, including the number of units to be assisted through Housing Rehabilitation Activities, the number of units to be assisted through Homebuyer Activities, the number of units to be assisted through Rental Development, the projected budget for each activity, tasks to be performed, projected schedule for commitment of funding, projected schedule for completing the activity, and proposed sources of match.
4. MEMBER is responsible for preparing the environmental review record for any project assisted through this Agreement in compliance with the National Environmental Protection Act and 24 CFR 58. A copy of any such review shall be sent to TURLOCK for TURLOCK's review, approval and formal signature as Responsible Entity, prior to MEMBER entering into a commitment of HOME funds for the subject activity.
5. MEMBER agrees that prior to project commitment, it shall conduct an underwriting and subsidy layering analysis for each HOME-funded project proposed to be funded with Fiscal Year 2016-2017 HOME funds as required by the standards, policies and procedures outlined in the Consortium's *HOME Program Policies and Procedures Manual* and if applicable by activity type.
6. MEMBER agrees that any HOME-eligible activities funded through this Agreement shall be confirmed with a written contract that contains the provisions specified in 24 CFR Part 92.504. In addition, any contract made between MEMBER and another entity for the use of HOME funds pursuant to this Agreement shall comply with all applicable HOME regulations and shall be enforced by deed restriction where applicable. The form of the contract and deed restriction shall be approved by TURLOCK in advance of its execution. A copy of all contracts for HOME-funded activities shall be made available to TURLOCK upon request.
7. MEMBER agrees to abide by uniform administrative requirements stated in 24 CFR Part 92.505, specifically MEMBER agrees to comply with the requirements of 2 CFR Part 225 formerly Office of Management and Budget (OMB) Circular No. A-87 "Cost Principles for States, Local, and Indian Tribal Governments", and 24 CFR Part 85 (the "common rule"), "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments". The requirements of 2 CFR part 230

formerly OMB Circular No. A-122 and requirements of 24 CFR part 84 apply to subrecipients receiving HOME funds that are nonprofit organizations and that are not a governmental subrecipient:

8. To comply with the HOME regulation at 24 CFR Part 92.502(c)(2) that funds be spent within 15 days of disbursement, MEMBER shall request reimbursement of expenditures from TURLOCK. The amount of the reimbursement request may not exceed the amount needed by MEMBER and MEMBER shall expend program income before requesting a reimbursement from TURLOCK.
9. MEMBER agrees that program income and assets will be retained by MEMBER and must be accounted for and kept separately from other funds in compliance with HOME regulations. MEMBER shall report on program income in compliance with the policies and procedures outlined in the Consortium's *HOME Program Policies and Procedures Manual*.
10. Loan repayments, interest or other return on MEMBER's investments of HOME funds disbursed through this contract shall be collected by MEMBER and MEMBER may retain payments for future activities funded with HOME funds in accordance with HOME regulations.
11. Upon expiration of this Agreement, MEMBER must transfer to TURLOCK any HOME funds on hand at the time of expiration and any accounts receivable attributable to the use of HOME funds.
12. TURLOCK and MEMBER will cooperate in the preparation of, and will furnish any and all information required for reports to be prepared as may be required by HOME regulations including but not limited to the Consolidated Plan, the annual performance report and any quarterly reports required by TURLOCK.
13. MEMBER shall ensure that written agreements with for-profit owners or developers, nonprofit owners or developers or sponsors, sub-recipients, homeowners, homebuyers, tenants (or landlords) receiving tenant-based rental assistance, or contractors are prepared in accordance with 24 CFR 92.504. Such agreements must state if repayment of HOME funds or recaptured HOME funds must be remitted to TURLOCK or retained by MEMBER for additional eligible activities.
14. TURLOCK and MEMBER shall maintain, on a current basis, complete records, including, but not limited to, contracts, books of original entry, source documents supporting accounting transactions, eligibility and service records as may be applicable, a general ledger, personnel and payroll records, canceled checks and related documents and records to assure proper accounting of funds and performance of this contract in accordance with HOME regulations. To the extent permitted by law, TURLOCK and MEMBER will also permit access to all books, accounts or records of any kind for purposes of audit or investigation, in order to ascertain compliance with the provisions of this contract. Records shall be maintained for a period of five (5) years or in accordance with 24 CFR Part 92.508(c), whichever is longer.

III. Administrative and Financial Requirements

1. MEMBER shall comply with 24 CFR Parts 84.20 and 85.20 and Treasury Circular 1075 and comply with the following financial management standards.

- a. *Accounting Standards* - MEMBER agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
 - b. *Auditing* - MEMBER shall retain all books, records, and other documents to this contract for five (5) years after reconveyance and affordability period, whichever is longer. The U.S. Comptroller General and his representatives are vested with the authority to:
 - i. Examine any records of MEMBER or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or any subcontract; and
 - ii. Interview any officer or employee of MEMBER or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.
 - iii. Additionally, HOME provides authority for any representatives of an appropriate Inspector General to examine any records or interview any employee or officers of MEMBER or its subcontractors working on this contract. MEMBER is advised that any representatives of an appropriate Inspector General appointed have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors, or other firms working on this contract. This right of examination shall also include inspection at all reasonable times of MEMBER plans, or parts of them, engaged in performing the agreement. Any deficiencies noted in audit reports must be fully cleared by TURLOCK within thirty (30) days after receipt by MEMBER. TURLOCK shall have, in addition to any other audit or inspection right in this Agreement, all the audit and inspection rights contained in this section, including the right to monitor MEMBER for its performance under the terms and provisions of this Agreement and MEMBER's use of fiscal year 2016-2017 HOME funds.
2. *Close-outs* - MEMBER's obligation to TURLOCK shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to TURLOCK), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that MEMBER has control over HOME funds.
3. *Compliance* - MEMBER shall comply with current HUD policy concerning uniform administrative requirements and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the TURLOCK upon termination of this agreement. (Refer to 24 CFR Part 85).
4. *Procurement Standards* - Unless specified otherwise within this agreement, MEMBER shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

5. *Fees* – MEMBER may not charge servicing, origination, or other fees for the costs of administering the HOME program, except as permitted by § 92.214(b)(1).
6. *Land Covenants* - This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352). In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, MEMBER shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the MEMBER and the United States are beneficiaries of and entitled to enforce such covenants. MEMBER, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

IV. Other Federal Requirements

1. The Federal requirements set forth in 24 CFR Part 5, subpart A, are applicable to MEMBER, inclusive of: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace.
2. MEMBER shall carry out each HOME activity in compliance with all Federal laws and regulations described in subpart H of the HOME Rule at 24 CFR Part 92, with the exception that TURLOCK shall review and approve the environmental review before HOME funds are committed, as noted in Section II.4 above. These requirements are further specified as follows:
 - a. *Affirmative Marketing* – MEMBER must follow the Consortium's affirmative marketing procedures and requirements for rental and homebuyer projects containing five (5) or more HOME-assisted housing units. Affirmative marketing requirements and procedures also apply to all HOME-funded programs, including, but not limited to, tenant-based rental assistance and down-payment assistance programs. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status, or disability. If a written agreement with a project owner permits the rental housing project to limit tenant eligibility or to have a tenant preference in accordance with §92.253(d)(3), the Consortium's affirmative marketing procedures and requirements shall apply in the context of the limited/preferred tenant eligibility for the project.
 - b. *Affirmative Action - Approved Plan* - MEMBER agrees that it shall be committed to carry out pursuant to the applicable provisions of 24 CFR 92.351 the Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.
 - i. *Women and Minority-Owned Businesses (W/MBE)* - MEMBER will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or

women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. MEMBER may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

- ii. *Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement* - MEMBER, in all solicitations or advertisements for employees placed by or on behalf of MEMBERS, will state that it is an Equal Opportunity or Affirmative Action employer, in accordance with 24 CFR 5.105.
- iii. Public notices, job vacancies should be published in minority publications whenever possible.
- c. *Displacement, Relocation, and Acquisition* – MEMBER shall ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted with HOME funds. To the extent feasible, residential tenants must be provided a reasonable opportunity to lease and occupy a suitable, decent, safe, sanitary, and affordable dwelling unit in the building/complex upon completion of the project. MEMBER shall adhere to each of the provisions of 24 CFR 92.353 with respect to a person (family individual, business, nonprofit organization, or farm, including any corporation, partnership or association) that moves from real property or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted with HOME funds. Temporary relocation is required pursuant to 24 CFR 92.353(b) for residential tenants who will not be required to move permanently, but who must relocate temporarily for the project. The acquisition of real property for a project is subject to the URA and the requirements of 49 CFR Part 24, Subpart B.
- d. *Labor Standards* – MEMBER shall ensure that every contract for the construction (rehabilitation or new construction) of housing that includes twelve (12) or more units assisted with HOME funds must contain a provision requiring the payment of not less than the wages prevailing in the locality, as predetermined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 276a-276a-5), to all laborers and mechanics employed in the development of any part of the housing. Such contracts must also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332). The HOME Program requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. The following standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated into this contract and any subcontracts for HOME-funded activities subject to the Labor Standards provisions of the Davis-Bacon Act.

- i. *Prevailing Wage* – MEMBER will comply with the minimum wage and maximum hourly provisions of the Fair Labor Standards Act, and applicable provisions of the Davis-Bacon Act and the Contract Work Hours Standards Act. Inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project should be directed to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.
- ii. *Salaries* - The salaries paid under this contract shall be in accordance with the following provision of 2 CFR Part 225 formerly OMB Circular A-87 and 24 CFR Part 92.207 (a) (1) Eligible Administrative and Planning Costs.
- iii. *General.* Compensation for personal services includes all remuneration, paid currently or accrued, for services rendered during the period of performance under the grant agreement, including but not necessarily limited to wages, salaries, and supplementary compensation and benefits. The costs of such compensation are allowable to the extent that total compensation for individual employees: (1) is reasonable for the service rendered, (2) follows an appointment made in accordance with State, Local, or Indian Tribal Government laws and rules and which meets Federal merit system or other requirements, where applicable. Compensation for employees engaged in federally assisted activities will be considered reasonable to the extent that it is consistent with that paid for similar work in other activities of the State, Local, or Indian Tribal Government. In cases where the kinds of employees required for the federally assisted activities are not found in the other activities of the State, Local, or Tribal Government, compensation will be considered reasonable to the extent that it is comparable to that paid for similar work in the labor market in which the employing government competes for the kind of employees involved. Compensation surveys providing data representative of the labor market involved will be an acceptable basis for evaluating reasonableness.
- iv. MEMBER may, at its discretion, complete a salary comparability study within the intent of 2 CFR Part 225 formerly OMB Circular A-87.
- e. *"Section 3" Clause* – Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the TURLOCK. MEMBER certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements. MEMBER further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this agreement:
 - i. *"The work to be performed under this agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that agreements for work in connection with the project be awarded to business*

concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

- ii. MEMBER further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.
- iii. MEMBER certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.
- iv. MEMBER agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- v. MEMBER will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the HUD. MEMBERS will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- f. *Lead-based paint* - Housing assisted with HOME funds is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, M and R.
- g. *Conflict of Interest* - In the procurement of property and services by MEMBER and any subrecipients, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of 24 CFR 92.356(b) through (f) apply. No member, officer, or employee of TURLOCK or MEMBER or their designees or agents, including employees, agents, consultants, officers, or elected or appointed official of community and advisory agencies that assist MEMBER in developing the projects,

who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with the program assisted under the grant. MEMBER agrees to incorporate or cause to be incorporated in all its agreements with its designees or agents, and including the above described groups, and in all agreements, contracts and subcontracts for work to be performed in connection with the program assisted under the grant, including agreements with MEMBERS as defined in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all cases not governed by 24 CFR 85.36 and 24 CFR 84.42, the provisions of this section apply.

V. General Requirements

1. *Architectural Barriers Act of 1968* - The Architectural Barriers Act of 1968 U.S.C. 4151 is applicable to this agreement and requires that the design of any facility constructed with funds from this title comply with the "American Standard Specifications for Making Buildings and Facilities Accessible, and Usable by, the Physically Handicapped," Number A-117.1-19 as modified (42 CFR 101-17.703). It will require that the design of any building constructed or rehabilitated with funds paid to MEMBER by TURLOCK under this Agreement will comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Useable by the Physically Handicapped".
2. *Section 504* - MEMBER agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program.
3. *Prohibited Activity* - MEMBER is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and similar activities. Likewise, MEMBER is prohibited from engaging in nepotism.
4. MEMBER shall comply with all applicable laws, ordinances and codes of Federal, State and local governments, in the performance of this Agreement.
5. MEMBER agrees to comply with all requirements, which are now, or which may hereafter be imposed by HUD for the HOME Program, as well as such requirements as may be imposed by the Consortium.
6. MEMBER agrees that it will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Acts of 1964, and that no person in the United States shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era veteran's status, political affiliation or any other non-merit factors be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available to TURLOCK and MEMBERS pursuant to this contract.
 - a. Deny any services or other benefit provided under the program or activity;
 - b. Provide any service or other benefit which is different or is provided in a different form from that provided to others under the program or activity;

- c. Subject to segregated or separate treatment in any facility in or in any manner or process related to receipt of any service or benefit under the program or activity;
 - d. Restrict in any way the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit under the program or activity;
 - e. Treat an individual differently from others in determining whether that individual satisfies any admission enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any services or other benefit provided under the program or activity; or
 - f. Deny an opportunity to participate in a program or activity as an employee.
7. MEMBER shall comply with Executive Order 13166 to improve access to services for persons with Limited English Proficiency ("LEP") including developing a Language Access Plan.
8. MEMBER agrees to defend, indemnify and hold harmless TURLOCK and its officers, employees and agents from any and all acts, claims, omissions, liabilities, and losses by whomever asserted arising out of acts or omissions of MEMBER in the performance of the scope of work except those arising by reason of the sole negligence of TURLOCK, its officers, employees or agents.
9. TURLOCK agrees to defend, indemnify and hold harmless MEMBER and its officers, employees and agents from any and all acts, claims, omissions, liabilities, and losses by whomever asserted arising out of acts or omissions of TURLOCK in the performance of the scope of work except those arising by reason of the sole negligence of MEMBER, its officers, employees or agents.
10. If MEMBER withdraws from the Consortium and it becomes a HOME Participating Jurisdiction, at MEMBER'S request and with HUD approval TURLOCK shall transfer to MEMBER any accounts receivable attributable to MEMBER'S allocation of HOME funds, any MEMBER'S allocation of HOME funds, and any Program Income attributable to MEMBER'S HOME allocation on hand at the time that MEMBER withdraws from the Consortium. Along with this transfer, MEMBER shall assume all obligations and responsibilities attributable to such funds, and TURLOCK shall be relieved of all such obligations and responsibilities.
11. If MEMBER withdraws from the Consortium and does not become a HOME Participating Jurisdiction, TURLOCK shall retain any accounts receivable attributable to MEMBER'S allocation of HOME funds, any MEMBER'S allocation of HOME funds, and any Program Income attributable to MEMBER'S HOME allocation on hand at the time that MEMBER withdraws from the Consortium. TURLOCK shall retain all obligations and responsibilities attributable to such funds.
12. If MEMBER materially fails to comply with any term of this Agreement, suspension or termination of MEMBER as a sub-recipient of HOME funds may occur as specified in 24 CFR Part 85.43. TURLOCK may utilize remedies for noncompliance as stipulated in §85.43(a).
13. Any and all notices, writings, correspondences, etc., as required by this Agreement shall be

directed to MEMBER and TURLOCK as follows:

MEMBER

Angela Freitas, Director of Planning
and Community Development
STANISLAUS COUNTY
1010 10th Street, Suite 3400
Modesto, CA 95354
(209) 525-6330

TURLOCK

Maryn Pitt, Manager
Housing Program Services Division
156 South Broadway, Suite 250
Turlock CA 95380
(209) 668-5610

14. This Agreement may be amended only by written agreement of the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by and through their respective officers' thereunto duly authorized.

CITY OF TURLOCK

By: 

Gary Soiseth, Mayor

or

Gary R. Hampton, City Manager

Date: 6.28.16

STANISLAUS COUNTY

By: 

Angela Freitas Director of Planning and
Community Development

Date: 6.28.2016

APPROVED AS TO FORM:

By: 

Phaedra A. Norton, City Attorney

APPROVED AS TO FORM:

By: 

Tom Boze, Assistant County Counsel

ATTEST:

By: 

Kellie E. Weaver, City Clerk

**EXHIBIT A to Sub-recipient Agreement for HOME Funds between City of Turlock and Member Jurisdiction
Turlock/Stanslaus County HOME Consortium**

ACTIVITY TYPE, GOALS, BUDGET, TASKS & SCHEDULE

Member Jurisdiction Name:	STANISLAUS COUNTY	<i>*FY16-17 Allocation TOTAL is amount noted in FY16-17 Funding Agreement for Homebuyer and Homeowner Rehab Activities (total excludes Program Administration allocation). **Program Income amount is an estimate only; not included in amount in Section I.2 of Agreement.</i>				
Fiscal Year:	2016-2017					
Member's Program Activity Allocation (for Homebuyer & Rehab):	\$128,290					

		Goals by Household Income Level				
	FY Goals	<30% AMI	31-50% AMI	51-60% AMI	61-80% AMI	TOTAL
Homebuyer Down payment Assistance						
Projected Number of Units to be Assisted	3				3	3
FY 2016-17 Allocation for Homebuyer Activity	\$128,290					
HOME Program Income (estimated)**	\$					
Projected Commitments						
Projected Completions						
General description of tasks to be completed under activity: Advertise program availability as needed and secure applications from clients seeking First Time Home Buyer loan assistance and approve homebuyers; collect and prepare file and loan documents; close out project; prepare completion report.						
Schedule for Completion of tasks: June 2017						
Proposed source(s) of match (as applicable):						

		Goals by Household Income Level				
	FY Goals	<30% AMI	31-50% AMI	51-60% AMI	61-80% AMI	TOTAL
Single Family Owner-Occupied Rehabilitation						
Projected Number of Units to be Assisted						
FY 2016-2017 Allocation for Activity	\$					
HOME Program Income (estimated)**	\$					
Projected Commitments						
Projected Completions						
General description of tasks to be completed under activity: (Member) will advertise program availability and secure applications from 2 homeowners seeking rehab loan assistance and approve homeowners; conduct inspection and prepare work write-up; solicit competitive bids and enter contract with contractor for work; prepare loan documents; complete rehabilitation; conduct project final inspection and close out project; prepare completion report.						
Schedule for Completion of tasks: Program advertisement (July-August); secure applications (September); approve applications (October); conduct inspection and work write-ups (November); rehabilitation(December-January); project close out (February)						
Proposed source(s) of match (as applicable):						

		Goals by Household Income Level				
		<30% AMI	31-50% AMI	51-60% AMI	61-80% AMI	TOTAL
Total Annual Goals (All Activities)						
Projected Number of Units to be Assisted	0	0	0	0	0	0
FY 2016-2017 Allocation TOTAL*	\$128,290					
HOME Program Income (estimated)**	\$0					
Projected Commitments	0	0	0	0	0	0
Projected Completions	0	0	0	0	0	0

COMMUNITY DEVELOPMENT BLOCK GRANT 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, 2016.

WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant ("CDBG") program for Fiscal Year 2016-2017 (July 1, 2016 to June 30, 2017) in the amount \$2,171,255 as an "Urban County" as set forth under Title I of the Housing and Community Development Act of 1974; and

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

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2016-209, 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 Subrecipient Agreement for the purpose of designating the City as a CDBG subrecipient; and

WHEREAS, the parties desire that CDBG entitlement funds received by the County as an "Urban County" be shared proportionally, as determined by poverty and population formula, among the parties;

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

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

Jurisdiction	Poverty & Population
Stanislaus County	\$604,229
Ceres	\$242,040
Hughson	\$121,058
Newman	\$137,473
Oakdale	\$151,683
Patterson	\$137,321
Waterford	\$126,074
TOTAL	\$1,519,878

B. The County and each City shall also receive an amount not to exceed twenty percent of the total Fiscal Year 2016-2017 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement. The following represents the Urban County administrative funding distribution breakdown:

Jurisdiction	Administration
Stanislaus County	\$319,089
Ceres	\$15,027
Hughson	\$15,027
Newman	\$15,027
Oakdale	\$15,027
Patterson	\$15,027
Waterford	\$15,027
TOTAL	\$409,251

C. An amount not to exceed ten percent of the total Fiscal Year 2016-2017 CDBG entitlement funds, \$217,126, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Urban County CDBG Public Service Grant Program.

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

E. Upon notification of a City's intent to apply for grants available to Urban Counties under applicable law, the County, as lead agency, shall apply for such grants on behalf of that City.

F. Activities proposed by the Cities insofar as they are consistent with applicable statutes and regulations, shall be processed for inclusion by County in the Consolidated Plan and Annual Action Plan.

G. Each party has the responsibility to ensure its activities comply with the HUD Certified Fiscal Year 2016-2017 Urban County Annual Action Plan.

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

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

1. SCOPE OF WORK.

1.1 **General Scope.** City shall utilize CDBG funds to deliver its activities as described in the Fiscal Year 2016-2017 Urban County Annual Action Plan, as certified by HUD.

1.2 **Term.** This Agreement shall be in effect until June 30, 2017, or until all Fiscal Year 2016-2017 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.

2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) City must request a first draw by September 15, 2016; (2) A second draw by December 15, 2016; (3) A third draw by March 15, 2017; and (4) A fourth and final draw by June 15, 2017. Additional draws may be required and shall be provided as requested by the County if all funds are not used by June 15, 2017.

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

Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with 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.

2.5 **Salaries.** The salaries paid under this Agreement shall be in accordance with the following provision of 2 CFR 200.430 (formerly OMB Circular A-87) and 24 CFR 570.206 Program Administrative Costs. City shall submit time sheets to document expenses for staff. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 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 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87 "Cost Principles for State, Local, and Indian Tribal Governments"), such funds shall be returned to the County.

3.4 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c). City shall report to County any income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities and must be accounted for and kept separately from other funds in compliance with CDBG regulations. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose.

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

(1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.

3.6 **Reversion of Assets.** Upon grant expiration, termination, or upon City becoming insolvent, City shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under City's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to City in the form of a loan) shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned grant funds or payments, if any, shall be treated by County as program income.

4. PROGRAM ACTIVITY ELIGIBILITY.

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

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

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

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

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

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

5.2 **Quarterly/Closeout Reports.** City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, Organization shall submit, no later than 90 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

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

5.4 **DUNS Number Requirement.** City shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).

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

5.6 **General Records.** City shall keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. City agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by City. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

5.7 **Privacy Procedures.** City shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the City.

5.8 **Audit Provision.** City agrees to provide to County, at City's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by City, including the distribution of any CDBG Grant Funds for Fiscal Year 2016-2017 and previous fiscal years. City agrees to provide additional audits upon request.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS.

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

6.2 Reasonable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the City or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the City, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the City which may unjustifiably increase the award costs.

6.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the City, although a direct relationship to any particular cost objective cannot be shown.

7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

7.1 General Indemnification. City shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of City, whether or not the act or omission arises from the sole negligence or other liability of City, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

7.2 Liability and Fees. County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by City, its staff or program participants, and City hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release City from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

8. NON-DISCRIMINATION & EQUAL OPPORTUNITY

8.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, City and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, 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 religion or 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 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.) and Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

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

8.7 **Eligibility Restrictions.** City agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

9. CONSTRUCTION CONTRACTS

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

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

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

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

(4) **Contract Work Hours and Safety Standards.** Any construction contract in excess of \$100,000 that involves the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5, which require each contractor to compute the wages of mechanics and laborers on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for hours worked in excess of the standard 40 hour work week. In addition, no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous.

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

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

10. **CONFLICTS OF INTEREST.**

10.1 **Hatch Act Incorporated.** Neither City program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).

10.2 **Conflict of Interest.** City shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of City from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the City and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

10.3 **Lobbying and Disclosure Requirements.** City certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, City shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10.4 **Campaign Contribution Disclosure.** City certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

11. **DRUG-FREE WORK PLACE.**

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

12. **ENVIRONMENTAL LAW COMPLIANCE**

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

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

13. TERMINATION OF SERVICES & REVERSION OF ASSETS.

13.1 Termination of Contract and Reversion of Assets. It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if City fails to comply with the terms and conditions of an award, including: (a) Failure of City to file required reports; (b) Failure of City to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to City by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, City shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

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

14. GENERAL TERMS AND CONDITIONS.

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

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

14.3 Amendment. No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

14.4 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

14.5 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

14.6 Integration. This Agreement represents the entire understanding of County and City as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both

written and oral. This Agreement may not be modified or altered except in accordance with section 14.3 or 14.4.

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

To County: County of Stanislaus
Department of Planning and Community Development
Attention: Planning Director
1010 Tenth Street, Suite 3400
Modesto, CA 95354

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

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

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

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

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


– Signatures on following pages –

COUNTY OF STANISLAUS

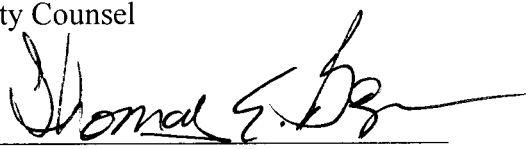
By 
Stan Risch
Chief Executive Officer

7/20/16
Dated

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

By 
Angela Freitas
Director

APPROVED AS TO FORM:
John P. Doering
County Counsel

By 
Thomas E. Boze
Assistant County Counsel

CITY OF CERES

By Ch T. Vierra
Chris Vierra
Mayor

June 27, 2016
Dated

ATTEST:

By Diane Nayares-Perez
Diane Nayares-Perez
City Clerk Reso. 2016-067; June 27, 2016

APPROVED AS TO CONTENT:

By Toby E. Wells, P.E.
Toby E. Wells, P.E.
City Manager

APPROVED AS TO FORM:

By Tom Hallinan
Tom Hallinan
City Attorney

Attachment 1
Urban County City Notice Information

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

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

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

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

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

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

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COMMUNITY DEVELOPMENT BLOCK GRANT 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, 2016.

WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant ("CDBG") program for Fiscal Year 2016-2017 (July 1, 2016 to June 30, 2017) in the amount \$2,171,255 as an "Urban County" as set forth under Title I of the Housing and Community Development Act of 1974; and

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

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2016-209, 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 Subrecipient Agreement for the purpose of designating the City as a CDBG subrecipient; and

WHEREAS, the parties desire that CDBG entitlement funds received by the County as an "Urban County" be shared proportionally, as determined by poverty and population formula, among the parties;

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

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

Jurisdiction	Poverty & Population
Stanislaus County	\$604,229
Ceres	\$242,040
Hughson	\$121,058
Newman	\$137,473
Oakdale	\$151,683
Patterson	\$137,321
Waterford	\$126,074
TOTAL	\$1,519,878

B. The County and each City shall also receive an amount not to exceed twenty percent of the total Fiscal Year 2016-2017 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement. The following represents the Urban County administrative funding distribution breakdown:

Jurisdiction	Administration
Stanislaus County	\$319,089
Ceres	\$15,027
Hughson	\$15,027
Newman	\$15,027
Oakdale	\$15,027
Patterson	\$15,027
Waterford	\$15,027
TOTAL	\$409,251

C. An amount not to exceed ten percent of the total Fiscal Year 2016-2017 CDBG entitlement funds, \$217,126, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Urban County CDBG Public Service Grant Program.

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

E. Upon notification of a City's intent to apply for grants available to Urban Counties under applicable law, the County, as lead agency, shall apply for such grants on behalf of that City.

F. Activities proposed by the Cities insofar as they are consistent with applicable statutes and regulations, shall be processed for inclusion by County in the Consolidated Plan and Annual Action Plan.

G. Each party has the responsibility to ensure its activities comply with the HUD Certified Fiscal Year 2016-2017 Urban County Annual Action Plan.

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

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

1. SCOPE OF WORK.

1.1 **General Scope.** City shall utilize CDBG funds to deliver its activities as described in the Fiscal Year 2016-2017 Urban County Annual Action Plan, as certified by HUD.

1.2 **Term.** This Agreement shall be in effect until June 30, 2017, or until all Fiscal Year 2016-2017 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.

2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) City must request a first draw by September 15, 2016; (2) A second draw by December 15, 2016; (3) A third draw by March 15, 2017; and (4) A fourth and final draw by June 15, 2017. Additional draws may be required and shall be provided as requested by the County if all funds are not used by June 15, 2017.

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

Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with 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.

2.5 **Salaries.** The salaries paid under this Agreement shall be in accordance with the following provision of 2 CFR 200.430 (formerly OMB Circular A-87) and 24 CFR 570.206 Program Administrative Costs. City shall submit time sheets to document expenses for staff. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 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 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87 "Cost Principles for State, Local, and Indian Tribal Governments"), such funds shall be returned to the County.

3.4 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c). City shall report to County any income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities and must be accounted for and kept separately from other funds in compliance with CDBG regulations. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose.

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

(1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.

3.6 **Reversion of Assets.** Upon grant expiration, termination, or upon City becoming insolvent, City shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under City's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to City in the form of a loan) shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned grant funds or payments, if any, shall be treated by County as program income.

4. PROGRAM ACTIVITY ELIGIBILITY.

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

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

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

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

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

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

5.2 **Quarterly/Closeout Reports.** City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, Organization shall submit, no later than 90 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

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

5.4 **DUNS Number Requirement.** City shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).

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

5.6 **General Records.** City shall keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. City agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by City. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

5.7 **Privacy Procedures.** City shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the City.

5.8 **Audit Provision.** City agrees to provide to County, at City's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by City, including the distribution of any CDBG Grant Funds for Fiscal Year 2016-2017 and previous fiscal years. City agrees to provide additional audits upon request.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS.

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

6.2 Reasonable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the City or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the City, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the City which may unjustifiably increase the award costs.

6.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the City, although a direct relationship to any particular cost objective cannot be shown.

7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

7.1 General Indemnification. City shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of City, whether or not the act or omission arises from the sole negligence or other liability of City, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

7.2 Liability and Fees. County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by City, its staff or program participants, and City hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release City from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

8. NON-DISCRIMINATION & EQUAL OPPORTUNITY

8.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, City and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, 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 religion or 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 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.) and Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

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

8.7 **Eligibility Restrictions.** City agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

9. CONSTRUCTION CONTRACTS

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

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

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

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

(4) **Contract Work Hours and Safety Standards.** Any construction contract in excess of \$100,000 that involves the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5, which require each contractor to compute the wages of mechanics and laborers on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for hours worked in excess of the standard 40 hour work week. In addition, no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous.

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

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

10. **CONFLICTS OF INTEREST.**

10.1 **Hatch Act Incorporated.** Neither City program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).

10.2 **Conflict of Interest.** City shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of City from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the City and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

10.3 **Lobbying and Disclosure Requirements.** City certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, City shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10.4 **Campaign Contribution Disclosure.** City certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

11. **DRUG-FREE WORK PLACE.**

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

12. **ENVIRONMENTAL LAW COMPLIANCE**

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

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

13. TERMINATION OF SERVICES & REVERSION OF ASSETS.

13.1 Termination of Contract and Reversion of Assets. It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if City fails to comply with the terms and conditions of an award, including: (a) Failure of City to file required reports; (b) Failure of City to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to City by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, City shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

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

14. GENERAL TERMS AND CONDITIONS.

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

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

14.3 Amendment. No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

14.4 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

14.5 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

14.6 Integration. This Agreement represents the entire understanding of County and City as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both

written and oral. This Agreement may not be modified or altered except in accordance with section 14.3 or 14.4.

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

To County: County of Stanislaus
Department of Planning and Community Development
Attention: Planning Director
1010 Tenth Street, Suite 3400
Modesto, CA 95354

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

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

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

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

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


– Signatures on following pages –

COUNTY OF STANISLAUS

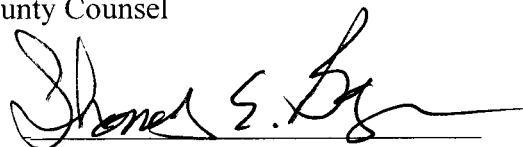
By 
Stan Risen
Chief Executive Officer

7/20/16
Dated

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


By 
Angela Freitas
Director

APPROVED AS TO FORM:
John P. Doering
County Counsel

By 
Thomas E. Boze
Assistant County Counsel

CITY OF HUGHSON

By



Matthew Beekman
Mayor

Dated

6/13/2016

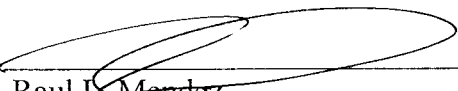
ATTEST:

By


Susana Diaz
City Clerk

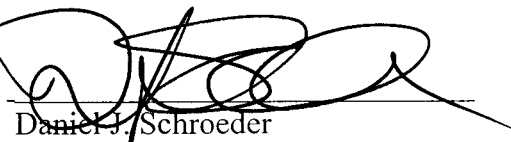
APPROVED AS TO CONTENT:

By


Raul L. Mendez
City Manager

APPROVED AS TO FORM:

By


Daniel J. Schroeder
City Attorney

Attachment 1 Urban County City Notice Information

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

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

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

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

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

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

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COMMUNITY DEVELOPMENT BLOCK GRANT 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, 2016.

WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant ("CDBG") program for Fiscal Year 2016-2017 (July 1, 2016 to June 30, 2017) in the amount \$2,171,255 as an "Urban County" as set forth under Title I of the Housing and Community Development Act of 1974; and

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

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2016-209, 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 Subrecipient Agreement for the purpose of designating the City as a CDBG subrecipient; and

WHEREAS, the parties desire that CDBG entitlement funds received by the County as an "Urban County" be shared proportionally, as determined by poverty and population formula, among the parties;

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

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

Jurisdiction	Poverty & Population
Stanislaus County	\$604,229
Ceres	\$242,040
Hughson	\$121,058
Newman	\$137,473
Oakdale	\$151,683
Patterson	\$137,321
Waterford	\$126,074
TOTAL	\$1,519,878

B. The County and each City shall also receive an amount not to exceed twenty percent of the total Fiscal Year 2016-2017 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement. The following represents the Urban County administrative funding distribution breakdown:

Jurisdiction	Administration
Stanislaus County	\$319,089
Ceres	\$15,027
Hughson	\$15,027
Newman	\$15,027
Oakdale	\$15,027
Patterson	\$15,027
Waterford	\$15,027
TOTAL	\$409,251

C. An amount not to exceed ten percent of the total Fiscal Year 2016-2017 CDBG entitlement funds, \$217,126, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Urban County CDBG Public Service Grant Program.

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

E. Upon notification of a City's intent to apply for grants available to Urban Counties under applicable law, the County, as lead agency, shall apply for such grants on behalf of that City.

F. Activities proposed by the Cities insofar as they are consistent with applicable statutes and regulations, shall be processed for inclusion by County in the Consolidated Plan and Annual Action Plan.

G. Each party has the responsibility to ensure its activities comply with the HUD Certified Fiscal Year 2016-2017 Urban County Annual Action Plan.

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

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

1. SCOPE OF WORK.

1.1 **General Scope.** City shall utilize CDBG funds to deliver its activities as described in the Fiscal Year 2016-2017 Urban County Annual Action Plan, as certified by HUD.

1.2 **Term.** This Agreement shall be in effect until June 30, 2017, or until all Fiscal Year 2016-2017 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.

2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) City must request a first draw by September 15, 2016; (2) A second draw by December 15, 2016; (3) A third draw by March 15, 2017; and (4) A fourth and final draw by June 15, 2017. Additional draws may be required and shall be provided as requested by the County if all funds are not used by June 15, 2017.

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

Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with 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.

2.5 **Salaries.** The salaries paid under this Agreement shall be in accordance with the following provision of 2 CFR 200.430 (formerly OMB Circular A-87) and 24 CFR 570.206 Program Administrative Costs. City shall submit time sheets to document expenses for staff. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 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 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87 “Cost Principles for State, Local, and Indian Tribal Governments”), such funds shall be returned to the County.

3.4 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c). City shall report to County any income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities and must be accounted for and kept separately from other funds in compliance with CDBG regulations. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose.

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

(1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.

3.6 **Reversion of Assets.** Upon grant expiration, termination, or upon City becoming insolvent, City shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under City’s control that was acquired or improved in whole or in part with grant funds (including grant funds provided to City in the form of a loan) shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned grant funds or payments, if any, shall be treated by County as program income.

4. PROGRAM ACTIVITY ELIGIBILITY.

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

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

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

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

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

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

5.2 **Quarterly/Closeout Reports.** City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, Organization shall submit, no later than 90 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

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

5.4 **DUNS Number Requirement.** City shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).

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

5.6 **General Records.** City shall keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. City agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by City. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

5.7 **Privacy Procedures.** City shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the City.

5.8 **Audit Provision.** City agrees to provide to County, at City's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by City, including the distribution of any CDBG Grant Funds for Fiscal Year 2016-2017 and previous fiscal years. City agrees to provide additional audits upon request.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS.

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

6.2 Reasonable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the City or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the City, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the City which may unjustifiably increase the award costs.

6.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the City, although a direct relationship to any particular cost objective cannot be shown.

7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

7.1 General Indemnification. City shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of City, whether or not the act or omission arises from the sole negligence or other liability of City, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

7.2 Liability and Fees. County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by City, its staff or program participants, and City hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release City from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

8. NON-DISCRIMINATION & EQUAL OPPORTUNITY

8.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, City and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, 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 religion or 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 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.) and Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

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

8.7 **Eligibility Restrictions.** City agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

9. CONSTRUCTION CONTRACTS

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

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

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

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

(4) **Contract Work Hours and Safety Standards.** Any construction contract in excess of \$100,000 that involves the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5, which require each contractor to compute the wages of mechanics and laborers on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for hours worked in excess of the standard 40 hour work week. In addition, no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous.

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

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

10. **CONFLICTS OF INTEREST.**

10.1 **Hatch Act Incorporated.** Neither City program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).

10.2 **Conflict of Interest.** City shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of City from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the City and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

10.3 **Lobbying and Disclosure Requirements.** City certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, City shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10.4 **Campaign Contribution Disclosure.** City certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

11. **DRUG-FREE WORK PLACE.**

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

12. **ENVIRONMENTAL LAW COMPLIANCE**

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

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

13. TERMINATION OF SERVICES & REVERSION OF ASSETS.

13.1 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if City fails to comply with the terms and conditions of an award, including: (a) Failure of City to file required reports; (b) Failure of City to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to City by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, City shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

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

14. GENERAL TERMS AND CONDITIONS.

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

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

14.3 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

14.4 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

14.5 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

14.6 **Integration.** This Agreement represents the entire understanding of County and City as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both

written and oral. This Agreement may not be modified or altered except in accordance with section 14.3 or 14.4.

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

To County: County of Stanislaus
Department of Planning and Community Development
Attention: Planning Director
1010 Tenth Street, Suite 3400
Modesto, CA 95354

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

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

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

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

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


– Signatures on following pages –

COUNTY OF STANISLAUS

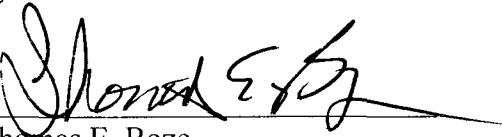
By 
Stan Risen
Chief Executive Officer

7/20/16
Dated

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

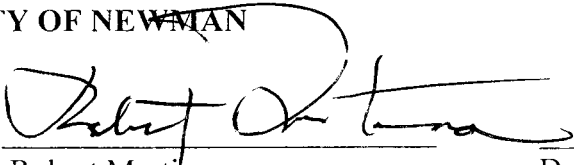
By 
Angela Freitas
Director

APPROVED AS TO FORM:
John P. Doering
County Counsel

By 
Thomas E. Boze
Assistant County Counsel

CITY OF NEWMAN

By



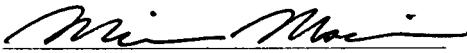
Robert Martina
Mayor

Dated

6/15/16

ATTEST:

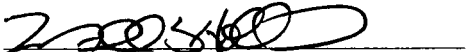
By



Mike Maier
City Clerk

APPROVED AS TO CONTENT:

By



Michael E. Holland
City Manager

APPROVED AS TO FORM:

By



Tom Hallinan
City Attorney

Attachment 1 Urban County City Notice Information

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

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

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

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

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

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

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COMMUNITY DEVELOPMENT BLOCK GRANT 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, 2016.

WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant ("CDBG") program for Fiscal Year 2016-2017 (July 1, 2016 to June 30, 2017) in the amount \$2,171,255 as an "Urban County" as set forth under Title I of the Housing and Community Development Act of 1974; and

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

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2016-209, 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 Subrecipient Agreement for the purpose of designating the City as a CDBG subrecipient; and

WHEREAS, the parties desire that CDBG entitlement funds received by the County as an "Urban County" be shared proportionally, as determined by poverty and population formula, among the parties;

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

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

Jurisdiction	Poverty & Population
Stanislaus County	\$604,229
Ceres	\$242,040
Hughson	\$121,058
Newman	\$137,473
Oakdale	\$151,683
Patterson	\$137,321
Waterford	\$126,074
TOTAL	\$1,519,878

B. The County and each City shall also receive an amount not to exceed twenty percent of the total Fiscal Year 2016-2017 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement. The following represents the Urban County administrative funding distribution breakdown:

Jurisdiction	Administration
Stanislaus County	\$319,089
Ceres	\$15,027
Hughson	\$15,027
Newman	\$15,027
Oakdale	\$15,027
Patterson	\$15,027
Waterford	\$15,027
TOTAL	\$409,251

C. An amount not to exceed ten percent of the total Fiscal Year 2016-2017 CDBG entitlement funds, \$217,126, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Urban County CDBG Public Service Grant Program.

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

E. Upon notification of a City's intent to apply for grants available to Urban Counties under applicable law, the County, as lead agency, shall apply for such grants on behalf of that City.

F. Activities proposed by the Cities insofar as they are consistent with applicable statutes and regulations, shall be processed for inclusion by County in the Consolidated Plan and Annual Action Plan.

G. Each party has the responsibility to ensure its activities comply with the HUD Certified Fiscal Year 2016-2017 Urban County Annual Action Plan.

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

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

1. SCOPE OF WORK.

1.1 **General Scope.** City shall utilize CDBG funds to deliver its activities as described in the Fiscal Year 2016-2017 Urban County Annual Action Plan, as certified by HUD.

1.2 **Term.** This Agreement shall be in effect until June 30, 2017, or until all Fiscal Year 2016-2017 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.

2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) City must request a first draw by September 15, 2016; (2) A second draw by December 15, 2016; (3) A third draw by March 15, 2017; and (4) A fourth and final draw by June 15, 2017. Additional draws may be required and shall be provided as requested by the County if all funds are not used by June 15, 2017.

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

Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with 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.

2.5 **Salaries.** The salaries paid under this Agreement shall be in accordance with the following provision of 2 CFR 200.430 (formerly OMB Circular A-87) and 24 CFR 570.206 Program Administrative Costs. City shall submit time sheets to document expenses for staff. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 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 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87 “Cost Principles for State, Local, and Indian Tribal Governments”), such funds shall be returned to the County.

3.4 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c). City shall report to County any income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities and must be accounted for and kept separately from other funds in compliance with CDBG regulations. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose.

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

(1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.

3.6 **Reversion of Assets.** Upon grant expiration, termination, or upon City becoming insolvent, City shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under City’s control that was acquired or improved in whole or in part with grant funds (including grant funds provided to City in the form of a loan) shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned grant funds or payments, if any, shall be treated by County as program income.

4. PROGRAM ACTIVITY ELIGIBILITY.

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

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

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

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

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

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

5.2 **Quarterly/Closeout Reports.** City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, Organization shall submit, no later than 90 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

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

5.4 **DUNS Number Requirement.** City shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).

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

5.6 **General Records.** City shall keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. City agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by City. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

5.7 **Privacy Procedures.** City shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the City.

5.8 **Audit Provision.** City agrees to provide to County, at City's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by City, including the distribution of any CDBG Grant Funds for Fiscal Year 2016-2017 and previous fiscal years. City agrees to provide additional audits upon request.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS.

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

6.2 **Reasonable Grant Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the City or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the City, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the City which may unjustifiably increase the award costs.

6.3 **Allocable Grant Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the City, although a direct relationship to any particular cost objective cannot be shown.

7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

7.1 **General Indemnification.** City shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of City, whether or not the act or omission arises from the sole negligence or other liability of City, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by City, its staff or program participants, and City hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release City from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

8. NON-DISCRIMINATION & EQUAL OPPORTUNITY

8.1 **Compliance with Fair Housing and Civil Rights Laws.** During the performance of this Agreement, City and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, 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 religion or 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 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.) and Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

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

8.7 **Eligibility Restrictions.** City agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

9. CONSTRUCTION CONTRACTS

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

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

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

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

(4) **Contract Work Hours and Safety Standards.** Any construction contract in excess of \$100,000 that involves the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5, which require each contractor to compute the wages of mechanics and laborers on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for hours worked in excess of the standard 40 hour work week. In addition, no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous.

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

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

10. **CONFLICTS OF INTEREST.**

10.1 **Hatch Act Incorporated.** Neither City program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).

10.2 **Conflict of Interest.** City shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of City from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the City and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

10.3 **Lobbying and Disclosure Requirements.** City certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, City shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10.4 **Campaign Contribution Disclosure.** City certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

11. **DRUG-FREE WORK PLACE.**

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

12. **ENVIRONMENTAL LAW COMPLIANCE**

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

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

13. TERMINATION OF SERVICES & REVERSION OF ASSETS.

13.1 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if City fails to comply with the terms and conditions of an award, including: (a) Failure of City to file required reports; (b) Failure of City to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to City by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, City shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

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

14. GENERAL TERMS AND CONDITIONS.

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

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

14.3 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

14.4 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

14.5 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

14.6 **Integration.** This Agreement represents the entire understanding of County and City as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both

written and oral. This Agreement may not be modified or altered except in accordance with section 14.3 or 14.4.

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

To County: County of Stanislaus
Department of Planning and Community Development
Attention: Planning Director
1010 Tenth Street, Suite 3400
Modesto, CA 95354

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

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

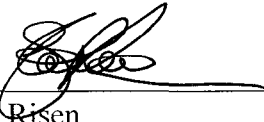
14.9 **Authorization.** City has authorized the undersigned person signing as officers on behalf of City, to enter into this Agreement on behalf of said City and to bind the same to this Agreement, and, further that said City has authority to enter into this Agreement and that there are no restrictions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

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

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

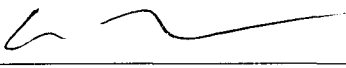
– Signatures on following pages –

COUNTY OF STANISLAUS

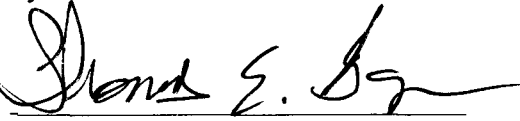
By 
Stan Risen
Chief Executive Officer

7/20/16
Dated

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

By 
Angela Freitas
Director

APPROVED AS TO FORM:
John P. Doering
County Counsel

By 
Thomas E. Boze
Assistant County Counsel

CITY OF OAKDALE

By Pat Paul
Pat Paul
Mayor

June 20, 2016
Dated

ATTEST:

By Kathy Teixeira
Kathy Teixeira
City Clerk

APPROVED AS TO CONTENT:

By Bryan Whitemyer
Bryan Whitemyer
City Manager

APPROVED AS TO FORM:

By Tom Hallinan
Tom Hallinan
City Attorney

Attachment 1 Urban County City Notice Information

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

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

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

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

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

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

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COMMUNITY DEVELOPMENT BLOCK GRANT 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, 2016.

WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant ("CDBG") program for Fiscal Year 2016-2017 (July 1, 2016 to June 30, 2017) in the amount \$2,171,255 as an "Urban County" as set forth under Title I of the Housing and Community Development Act of 1974; and

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

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2016-209, 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 Subrecipient Agreement for the purpose of designating the City as a CDBG subrecipient; and

WHEREAS, the parties desire that CDBG entitlement funds received by the County as an "Urban County" be shared proportionally, as determined by poverty and population formula, among the parties;

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

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

Jurisdiction	Poverty & Population
Stanislaus County	\$604,229
Ceres	\$242,040
Hughson	\$121,058
Newman	\$137,473
Oakdale	\$151,683
Patterson	\$137,321
Waterford	\$126,074
TOTAL	\$1,519,878

B. The County and each City shall also receive an amount not to exceed twenty percent of the total Fiscal Year 2016-2017 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement. The following represents the Urban County administrative funding distribution breakdown:

Jurisdiction	Administration
Stanislaus County	\$319,089
Ceres	\$15,027
Hughson	\$15,027
Newman	\$15,027
Oakdale	\$15,027
Patterson	\$15,027
Waterford	\$15,027
TOTAL	\$409,251

C. An amount not to exceed ten percent of the total Fiscal Year 2016-2017 CDBG entitlement funds, \$217,126, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Urban County CDBG Public Service Grant Program.

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

E. Upon notification of a City's intent to apply for grants available to Urban Counties under applicable law, the County, as lead agency, shall apply for such grants on behalf of that City.

F. Activities proposed by the Cities insofar as they are consistent with applicable statutes and regulations, shall be processed for inclusion by County in the Consolidated Plan and Annual Action Plan.

G. Each party has the responsibility to ensure its activities comply with the HUD Certified Fiscal Year 2016-2017 Urban County Annual Action Plan.

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

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

1. SCOPE OF WORK.

1.1 **General Scope.** City shall utilize CDBG funds to deliver its activities as described in the Fiscal Year 2016-2017 Urban County Annual Action Plan, as certified by HUD.

1.2 **Term.** This Agreement shall be in effect until June 30, 2017, or until all Fiscal Year 2016-2017 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.

2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) City must request a first draw by September 15, 2016; (2) A second draw by December 15, 2016; (3) A third draw by March 15, 2017; and (4) A fourth and final draw by June 15, 2017. Additional draws may be required and shall be provided as requested by the County if all funds are not used by June 15, 2017.

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

Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with 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.

2.5 **Salaries.** The salaries paid under this Agreement shall be in accordance with the following provision of 2 CFR 200.430 (formerly OMB Circular A-87) and 24 CFR 570.206 Program Administrative Costs. City shall submit time sheets to document expenses for staff. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 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 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87 “Cost Principles for State, Local, and Indian Tribal Governments”), such funds shall be returned to the County.

3.4 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c). City shall report to County any income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities and must be accounted for and kept separately from other funds in compliance with CDBG regulations. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose.

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

(1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.

3.6 **Reversion of Assets.** Upon grant expiration, termination, or upon City becoming insolvent, City shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under City’s control that was acquired or improved in whole or in part with grant funds (including grant funds provided to City in the form of a loan) shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned grant funds or payments, if any, shall be treated by County as program income.

4. PROGRAM ACTIVITY ELIGIBILITY.

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

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

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

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

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

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

5.2 **Quarterly/Closeout Reports.** City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, Organization shall submit, no later than 90 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

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

5.4 **DUNS Number Requirement.** City shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).

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

5.6 **General Records.** City shall keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. City agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by City. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

5.7 **Privacy Procedures.** City shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the City.

5.8 **Audit Provision.** City agrees to provide to County, at City's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by City, including the distribution of any CDBG Grant Funds for Fiscal Year 2016-2017 and previous fiscal years. City agrees to provide additional audits upon request.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS.

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

6.2 **Reasonable Grant Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the City or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the City, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the City which may unjustifiably increase the award costs.

6.3 **Allocable Grant Costs.** The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the City, although a direct relationship to any particular cost objective cannot be shown.

7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

7.1 **General Indemnification.** City shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of City, whether or not the act or omission arises from the sole negligence or other liability of City, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

7.2 **Liability and Fees.** County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by City, its staff or program participants, and City hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release City from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

8. NON-DISCRIMINATION & EQUAL OPPORTUNITY

8.1 **Compliance with Fair Housing and Civil Rights Laws.** During the performance of this Agreement, City and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, 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 religion or 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 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.) and Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

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

8.7 **Eligibility Restrictions.** City agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

9. CONSTRUCTION CONTRACTS

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

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

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

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

(4) **Contract Work Hours and Safety Standards.** Any construction contract in excess of \$100,000 that involves the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5, which require each contractor to compute the wages of mechanics and laborers on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for hours worked in excess of the standard 40 hour work week. In addition, no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous.

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

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

10. **CONFLICTS OF INTEREST.**

10.1 **Hatch Act Incorporated.** Neither City program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).

10.2 **Conflict of Interest.** City shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of City from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the City and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

10.3 **Lobbying and Disclosure Requirements.** City certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, City shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10.4 **Campaign Contribution Disclosure.** City certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

11. **DRUG-FREE WORK PLACE.**

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

12. **ENVIRONMENTAL LAW COMPLIANCE**

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

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

13. TERMINATION OF SERVICES & REVERSION OF ASSETS.

13.1 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if City fails to comply with the terms and conditions of an award, including: (a) Failure of City to file required reports; (b) Failure of City to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to City by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, City shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

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

14. GENERAL TERMS AND CONDITIONS.

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

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

14.3 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

14.4 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

14.5 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

14.6 **Integration.** This Agreement represents the entire understanding of County and City as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both

written and oral. This Agreement may not be modified or altered except in accordance with section 14.3 or 14.4.

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

To County: County of Stanislaus
Department of Planning and Community Development
Attention: Planning Director
1010 Tenth Street, Suite 3400
Modesto, CA 95354

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

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

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

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

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


– Signatures on following pages –

COUNTY OF STANISLAUS

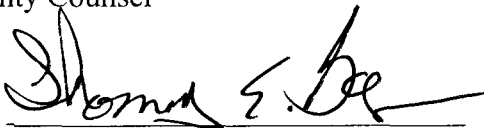
By 
Stan Risen
Chief Executive Officer

7/20/16
Dated

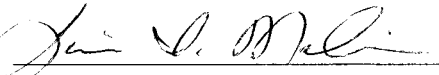
APPROVED AS TO CONTENT:
Angela Freitas, Director
Planning and Community Development Department

By 
Angela Freitas
Director

APPROVED AS TO FORM:
John P. Doering
County Counsel

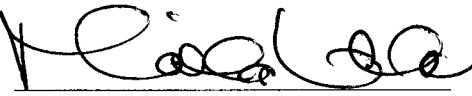
By 
Thomas E. Boze
Assistant County Counsel

CITY OF PATTERSON

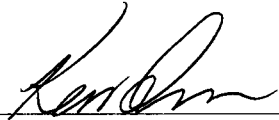
By 
Luis I. Molina
Mayor

July 15, 2016
Date

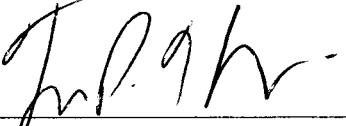
ATTEST:

By 
Maricela L. Vela
City Clerk

APPROVED AS TO CONTENT:

By 
Ken Irwin
City Manager

APPROVED AS TO FORM:

By 
Tom Hallinan
City Attorney

Attachment 1
Urban County City Notice Information

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

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

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

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

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

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

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COMMUNITY DEVELOPMENT BLOCK GRANT 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, 2016.

WITNESSETH

WHEREAS, Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant ("CDBG") program for Fiscal Year 2016-2017 (July 1, 2016 to June 30, 2017) in the amount \$2,171,255 as an "Urban County" as set forth under Title I of the Housing and Community Development Act of 1974; and

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

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2016-209, 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 Subrecipient Agreement for the purpose of designating the City as a CDBG subrecipient; and

WHEREAS, the parties desire that CDBG entitlement funds received by the County as an "Urban County" be shared proportionally, as determined by poverty and population formula, among the parties;

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

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

Jurisdiction	Poverty & Population
Stanislaus County	\$604,229
Ceres	\$242,040
Hughson	\$121,058
Newman	\$137,473
Oakdale	\$151,683
Patterson	\$137,321
Waterford	\$126,074
TOTAL	\$1,519,878

B. The County and each City shall also receive an amount not to exceed twenty percent of the total Fiscal Year 2016-2017 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement. The following represents the Urban County administrative funding distribution breakdown:

Jurisdiction	Administration
Stanislaus County	\$319,089
Ceres	\$15,027
Hughson	\$15,027
Newman	\$15,027
Oakdale	\$15,027
Patterson	\$15,027
Waterford	\$15,027
TOTAL	\$409,251

C. An amount not to exceed ten percent of the total Fiscal Year 2016-2017 CDBG entitlement funds, \$217,126, shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Urban County CDBG Public Service Grant Program.

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

E. Upon notification of a City's intent to apply for grants available to Urban Counties under applicable law, the County, as lead agency, shall apply for such grants on behalf of that City.

F. Activities proposed by the Cities insofar as they are consistent with applicable statutes and regulations, shall be processed for inclusion by County in the Consolidated Plan and Annual Action Plan.

G. Each party has the responsibility to ensure its activities comply with the HUD Certified Fiscal Year 2016-2017 Urban County Annual Action Plan.

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

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

1. SCOPE OF WORK.

1.1 **General Scope.** City shall utilize CDBG funds to deliver its activities as described in the Fiscal Year 2016-2017 Urban County Annual Action Plan, as certified by HUD.

1.2 **Term.** This Agreement shall be in effect until June 30, 2017, or until all Fiscal Year 2016-2017 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.

2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn at least once per quarter as follows: (1) City must request a first draw by September 15, 2016; (2) A second draw by December 15, 2016; (3) A third draw by March 15, 2017; and (4) A fourth and final draw by June 15, 2017. Additional draws may be required and shall be provided as requested by the County if all funds are not used by June 15, 2017.

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

Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with 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.

2.5 **Salaries.** The salaries paid under this Agreement shall be in accordance with the following provision of 2 CFR 200.430 (formerly OMB Circular A-87) and 24 CFR 570.206 Program Administrative Costs. City shall submit time sheets to document expenses for staff. Time sheets shall list the grant specifically and hours spent on the grant noted. Only hours spent on the grant will be paid, based on the hourly rate. If the employee is on salary, salary will be calculated based on the hours worked. If the total number of hours worked is not listed, then hourly rate will be based on an average 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 2 CFR 200.420-200.475 (formerly OMB Circular No. A-87 "Cost Principles for State, Local, and Indian Tribal Governments"), such funds shall be returned to the County.

3.4 **Program Income.** Program income shall be handled in accordance with Section 24 CFR 570.504(c). City shall report to County any income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities and must be accounted for and kept separately from other funds in compliance with CDBG regulations. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose.

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

(1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period.

3.6 **Reversion of Assets.** Upon grant expiration, termination, or upon City becoming insolvent, City shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under City's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to City in the form of a loan) shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311. All returned grant funds or payments, if any, shall be treated by County as program income.

4. PROGRAM ACTIVITY ELIGIBILITY.

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

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

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

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

5. DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS.

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

5.2 **Quarterly/Closeout Reports.** City agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter. In addition, Organization shall submit, no later than 90 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

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

5.4 **DUNS Number Requirement.** City shall maintain an updated and valid DUNS number, which requires registering with Dun and Bradstreet and completing and annually renewing their registration in the Central Contractor Registration (CCR).

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

5.6 **General Records.** City shall keep and maintain all project records, books, papers and documents for a period of not less than five (5) years after the project terminates and grants County the option of retention of the project records, books, papers and documents. City agrees to keep all necessary books and records, including property, personnel and financial records, in connection with the operations and services performed under this Agreement, and shall document all transactions so that all expenditures may be properly audited. County, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by City. Further, County and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

5.7 **Privacy Procedures.** City shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the City.

5.8 **Audit Provision.** City agrees to provide to County, at City's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by City, including the distribution of any CDBG Grant Funds for Fiscal Year 2016-2017 and previous fiscal years. City agrees to provide additional audits upon request.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS.

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

6.2 Reasonable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is reasonable. A cost is considered to be reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining the reasonableness of a given cost, consideration shall be given to: (1) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the City or the performance of the award; (2) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms length bargaining, Federal and State laws and regulations, and terms and conditions of the award; (3) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the City, its members, employees, and clients, the public at large, and the Federal Government; and (4) Significant deviations from the established practices of the City which may unjustifiably increase the award costs.

6.3 Allocable Grant Costs. The County reserves the right to determine whether or not a request for CDBG grant fund reimbursement is allocable, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the City, although a direct relationship to any particular cost objective cannot be shown.

7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

7.1 General Indemnification. City shall hold the County, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of City, whether or not the act or omission arises from the sole negligence or other liability of City, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

7.2 Liability and Fees. County shall not be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by City, its staff or program participants, and City hereby agrees to defend, hold harmless and indemnify County from and against any and all liabilities for debts, obligations, and negligence. No draw, however, final or otherwise, shall operate to release City from any obligations under this Agreement. Should either party be required to bring a legal action to enforce the provisions of this Agreement, the prevailing party shall be reimbursed for all court costs and all reasonable attorney's fees incurred in the prosecution or defense of said action.

8. NON-DISCRIMINATION & EQUAL OPPORTUNITY

8.1 Compliance with Fair Housing and Civil Rights Laws. During the performance of this Agreement, City and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, 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 religion or 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 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.) and Davis Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5.

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

8.7 **Eligibility Restrictions.** City agrees to comply with applicable eligibility restrictions for certain resident aliens, as set forth in 24 CFR 570.613 and 24 CFR Part 49.

9. **CONSTRUCTION CONTRACTS**

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

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

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

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

(4) **Contract Work Hours and Safety Standards.** Any construction contract in excess of \$100,000 that involves the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5, which require each contractor to compute the wages of mechanics and laborers on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for hours worked in excess of the standard 40 hour work week. In addition, no laborer or mechanic shall be required to work in surroundings or under conditions which are unsanitary, hazardous, or dangerous.

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

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

10. CONFLICTS OF INTEREST.

10.1 **Hatch Act Incorporated.** Neither City program nor the funds provided therefore, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of the Hatch Act (Chapter 15 of Title 5, United States Code).

10.2 **Conflict of Interest.** City shall comply with 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of City from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of CDBG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the City and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

10.3 **Lobbying and Disclosure Requirements.** City certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, City shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

10.4 **Campaign Contribution Disclosure.** City certifies that it has complied with the campaign contribution disclosure provisions of the California Levine Act (Government Code § 84308) and has provided the appropriate disclosures to County.

11. DRUG-FREE WORK PLACE.

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

12. ENVIRONMENTAL LAW COMPLIANCE

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

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

13. TERMINATION OF SERVICES & REVERSION OF ASSETS.

13.1 **Termination of Contract and Reversion of Assets.** It is expressly understood and agreed that either party shall have the right to terminate this Agreement upon fifteen (15) days written notice to the other party. Such notice shall include the reasons for termination. (1) City may not terminate an Assignment of Proceeds and Grant of Lien without written consent of County. All reports or accounting provided for herein shall be rendered whether or not falling due within the Agreement period. (2) County reserves the right to terminate this Agreement or to reduce the Agreement compensation amount for cause, or if City fails to comply with the terms and conditions of an award, including: (a) Failure of City to file required reports; (b) Failure of City to meet project dates; (c) Expenditure of funds under this Agreement for ineligible activities, services or items; (d) Failure to comply with written notice from County of substandard performance in scope of services under the terms of this Agreement. (3) Should County choose to terminate this Agreement the following steps shall be followed: (a) Written warning to City by County including steps to bring project into compliance with time frame; (b) Notification by County that said project has been determined deficient and that continued support of the project is not providing an adequate level of services to low/moderate income people; (c) Written notification from County that said Agreement is to be terminated and program funds curtailed, withdrawn, or otherwise restricted. (4) Upon expiration or termination of this Agreement, City shall transfer to the County any CDBG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.

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

14. GENERAL TERMS AND CONDITIONS.

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

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

14.3 **Amendment.** No amendment to, alteration of or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

14.4 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

14.5 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

14.6 **Integration.** This Agreement represents the entire understanding of County and City as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both

written and oral. This Agreement may not be modified or altered except in accordance with section 14.3 or 14.4.

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

To County: County of Stanislaus
Department of Planning and Community Development
Attention: Planning Director
1010 Tenth Street, Suite 3400
Modesto, CA 95354

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

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

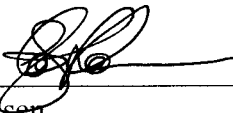
14.9 **Authorization.** City has authorized the undersigned person signing as officers on behalf of City, to enter into this Agreement on behalf of said City and to bind the same to this Agreement, and, further that said City has authority to enter into this Agreement and that there are no restrictions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

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

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


– Signatures on following pages –

COUNTY OF STANISLAUS

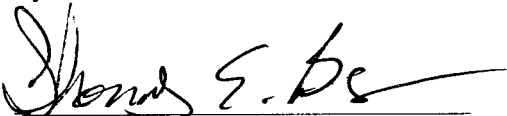
By 
Stan Risen
Chief Executive Officer

7/20/16
Dated

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

By 
Angela Freitas
Director

APPROVED AS TO FORM:
John P. Doering
County Counsel

By 
Thomas E. Boze
Assistant County Counsel

CITY OF WATERFORD

By Michael Van Winkle
Michael Van Winkle
Mayor

6-16-16
Dated

ATTEST:

By Lori Martin
Lori Martin
City Clerk

APPROVED AS TO CONTENT:

By Tim Ogden
Tim Ogden
City Manager

APPROVED AS TO FORM:

By _____
Corbett Browning
City Attorney

CITY OF WATERFORD

By _____
Michael Van Winkle
Mayor

Dated _____

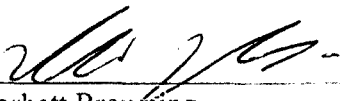
ATTEST:

By _____
Lori Martin
City Clerk

APPROVED AS TO CONTENT:

By _____
Tim Ogden
City Manager

APPROVED AS TO FORM:

By  _____
Corbett Browning
City Attorney

Attachment 1
Urban County City Notice Information

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

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

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

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

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

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

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COOPERATION AGREEMENT

THIS AGREEMENT, entered into this 11 day of July 2016, by and between the CITY OF CERES, hereinafter referred to as "City", and COUNTY OF STANISLAUS, hereinafter referred to as "County."

WITNESSETH

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

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

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

WHEREAS, the COUNTY and participating cities, including the City, form the Stanislaus Urban County ("Urban County") for purposes of receiving entitlement funds from the Department of Housing and Urban Development ("HUD"); and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The parties hereto agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, pursuant to the Housing and Community Development Act of 1974 ("HCDA"), as amended, and the HOME Investment Partnerships Act, as amended. This agreement shall become effective October 1, 2017, and be in effect until terminated, but termination may not occur before September 30, 2020. This agreement shall remain in effect until the CDBG, ESG, and HOME funds received during the Urban County's 17-18 (July 1, 2017 to June 30, 2018), 18-19 (July 1, 2018 to June 30, 2019), and 19-20 (July 1, 2019 to June 30, 2020) program years,

and any related program income received by the City, are expended and any funded activities are completed.

2. The County and City, along with all Urban County participants, agree to form the following: committee and panel to coordinate and review Urban County information:
 - a. Technical Committee: consisting of one (1) representative from the County and one (1) representative from each Urban County participating city. The purpose of the committee is to review proposed funding and existing funding for HUD projects, and any other documentation required by HUD for the implementation and administration of the CDBG, ESG, and HOME Programs. Documentation shall include, but not limited to, a list of specific projects to be undertaken and priorities for implementation for the housing and community development projects. The committee will facilitate distribution of information to residents of the Urban County concerning community development and housing needs; and shall provide residents with an opportunity to participate in the development of programs and priorities.
 - b. Grant Review Panel: consisting of one (1) representative from the County and one (1) representative from each Urban County participating city and one (1) representative from the local Continuum of Care (CoC). The committee will meet a minimum of 2 times a year to review grant applications and proposals in response to a County released Notice of Funding Availability (NOFA). The purpose of this panel is to assist in the decision making process for how best to utilize CDBG Public Service Grants and Emergency Solutions Grant (ESG) funds, as annually allocated by HUD, throughout the Urban County. Grant Review Panel duties shall include providing input on how to target funds, how to structure the competitive grant funding process, reviewing and scoring of applications, and attendance during all grant applicant presentations.
3.
 - a. After deduction of administrative expenses, which shall not to exceed 20%, all of the net CDBG monies shall be sub-allocated to the participating jurisdictions according to the general distribution formula established by HUD which is based on the latest available countywide data on population, the extent of poverty, and the extent of housing overcrowding. However, a different distribution is hereby expressly authorized if and when necessary to comply with Title I of the HCDA. If any project submitted by County as a portion of the CDBG documentation is found to ineligible by HUD, the proposed project shall not be funded. In such an event, the County, acting in concert with the Technical Committee may submit an alternative priority project which is within the original cost and in line with the stated needs and objectives of County, provided such a re-submission conforms with the rules and regulations of the HCDA.

4. a. City may terminate its participation in this Cooperation Agreement by a single majority vote of its governing body. Such termination shall take effect only at the end of the federal three-year Urban County qualification period in which the action is taken. The next such qualification period will end September 30, 2020. However, City may void this Cooperation Agreement by written notice received by the Director of the Stanislaus County Planning and Community Development Department, 1010 10th Street, Suite 3400, Modesto, California 95354, prior to September 30, 2020, if City is advised by HUD that City is eligible to be designated as a metropolitan city entitled to CDBG formula funding and City elects to accept designation as a metropolitan city. If this Cooperation Agreement is not voided by City prior to September 10, 2016 (or later date if approved in writing by HUD) under the circumstances listed in the previous sentence, City must remain a part of the urban county for the entire three-year urban county qualification period.
5. Under this Agreement, the County shall be the primary general-purpose local governmental unit pursuant to the HCDA. The County shall apply for grants, administer all funds received, and undertake or assist in undertaking essential community development and housing assistance activities. Based on recommendations made by the Technical Committee, the County shall have the authority to carry out activities which will be funded from annual CDBG, and ESG, funds covered by this Agreement. Records shall be kept by County in accordance with approved accounting procedures, and said records shall be available for public inspection at all times.
6. County and City, all with all Urban County participants, shall take all actions necessary to assure compliance with the Urban County's certification required by Section 104 (b) of Title I of the HCDA, including the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the HCD, as amended. Use of Urban County funds for activities, in or in support of, any participating city that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification shall be prohibited. Pursuant to 24 CFR 570.501(b), City is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement described in 24 CFR 570.503. County and City shall comply with all other applicable laws.
7. City shall report to County any income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose. In the case of HOME Investment Partnerships Program funds, the City shall report program

income to the entity responsible for HOME fund administration and it shall be the responsibility of that entity to report to HUD on the use of program income.

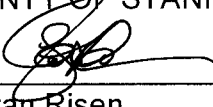
8. The following standards shall apply to real property acquired or improved in whole or in part using CDBG funds that is within the control of a participating City:
 - a. City shall give County timely notification of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition.
 - b. City shall reimburse the allocation account in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of funds other than CDBG) of property acquired or improved with CDBG funds that is sold or transferred for a use that does not qualify under the CDBG regulations.
 - c. City shall pay to County any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between County and City. Any program income shall be allocated by County for eligible activities in accordance with all CDBG requirements as may then apply.
9. The parties hereto agree that the final responsibility for analyzing needs, setting objectives, developing plans, selecting projects for community development and housing assistance, selecting CDBG Public Service and ESG programs to be funded, and filing the Consolidated Plan, and other plans and reports required by the HCDA, is Stanislaus County Board of Supervisors.
10. By executing this Agreement, City understands the following:
 - a. City may not apply for grants under the Small Cities or State CDBG or ESG Programs funded during the period in which it participates in the Urban County;
 - b. City may participate in a HOME Program only through the Urban County; and that it may not participate in a HOME consortium with other local governments except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation.
 - c. City may only receive ESG funding by a formula allocation as part of a participating member of the Urban County unless otherwise authorized by HCD or HUD.

11. The cooperating unit of general local government has adopted and is enforcing:
 - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction. The phrase "cooperating unit of general local government" has the same meaning in this Cooperation Agreement as it does in HUD Notice #CPD 07-03.
12.
 - a. Each Party mutually agrees, pursuant to Government Code §894.5, to indemnify, hold harmless, and defend the other Party, its County Board of Supervisors, City Councils, boards and commissions, officers, agents, employees, and volunteers (collectively, the "indemnified Parties") in an amount equal to its proportionate share of liability on a comparative fault basis. This indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost or expense that arises out of, or is any way related to, the performance of services pursuant to this Agreement. This indemnity obligation extends, without limitation, to any injury, death, loss, or damage which occurs in the performance of the Agreement and that is sustained by a third party, agent, or contractor of a Party. Each Party executing this Agreement certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement, and it shall continue to maintain such funds throughout the Term of this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to require any Party to indemnify any other Party from any Claim arising from the sole negligence or willful misconduct of another Party. Nothing in this section shall be construed as authorizing an award of attorney fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all Claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided.
 - b. At its sole discretion, the indemnified Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the indemnitor of any obligation imposed by this Agreement. The Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense. The Parties agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of each Party. In such cases, the Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs. Where a trial verdict or arbitration award allocates or determines the comparative

fault of the parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault. The provisions of this section shall survive the termination of this Agreement.

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

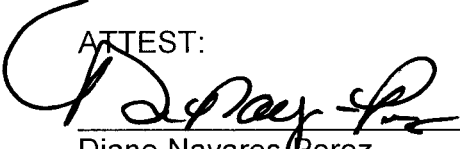
COUNTY OF STANISLAUS

By: 
Stan Risen
Chief Executive Officer

CITY OF CERES

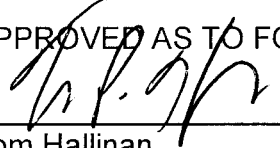
By: 
Toby E. Wells, P.E.
City Manager

ATTEST:

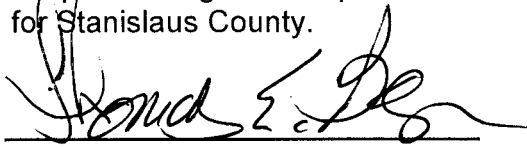

Diane Nayares Perez
City Clerk

Reso. 2016-078; July 11, 2016

APPROVED AS TO FORM:


Tom Hallinan
City Attorney

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


Thomas E. Boze
Assistant County Counsel

COOPERATION AGREEMENT

THIS AGREEMENT, entered into this 11th day of July, 2016, by and between the CITY OF HUGHSON, hereinafter referred to as "City", and COUNTY OF STANISLAUS, hereinafter referred to as "County."

WITNESSETH

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

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

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

WHEREAS, the COUNTY and participating cities, including the City, form the Stanislaus Urban County ("Urban County") for purposes of receiving entitlement funds from the Department of Housing and Urban Development ("HUD"); and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The parties hereto agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, pursuant to the Housing and Community Development Act of 1974 ("HCDA"), as amended, and the HOME Investment Partnerships Act, as amended. This agreement shall become effective October 1, 2017, and be in effect until terminated, but termination may not occur before September 30, 2020. This agreement shall remain in effect until the CDBG, ESG, and HOME funds received during the Urban County's 17-18 (July 1, 2017 to June 30, 2018), 18-19 (July 1, 2018 to June 30, 2019), and 19-20 (July 1, 2019 to June 30, 2020) program years,

and any related program income received by the City, are expended and any funded activities are completed.

2. The County and City, along with all Urban County participants, agree to form the following: committee and panel to coordinate and review Urban County information:
 - a. Technical Committee: consisting of one (1) representative from the County and one (1) representative from each Urban County participating city. The purpose of the committee is to review proposed funding and existing funding for HUD projects, and any other documentation required by HUD for the implementation and administration of the CDBG, ESG, and HOME Programs. Documentation shall include, but not limited to, a list of specific projects to be undertaken and priorities for implementation for the housing and community development projects. The committee will facilitate distribution of information to residents of the Urban County concerning community development and housing needs; and shall provide residents with an opportunity to participate in the development of programs and priorities.
 - b. Grant Review Panel: consisting of one (1) representative from the County and one (1) representative from each Urban County participating city and one (1) representative from the local Continuum of Care (CoC). The committee will meet a minimum of 2 times a year to review grant applications and proposals in response to a County released Notice of Funding Availability (NOFA). The purpose of this panel is to assist in the decision making process for how best to utilize CDBG Public Service Grants and Emergency Solutions Grant (ESG) funds, as annually allocated by HUD, throughout the Urban County. Grant Review Panel duties shall include providing input on how to target funds, how to structure the competitive grant funding process, reviewing and scoring of applications, and attendance during all grant applicant presentations.
3.
 - a. After deduction of administrative expenses, which shall not to exceed 20%, all of the net CDBG monies shall be sub-allocated to the participating jurisdictions according to the general distribution formula established by HUD which is based on the latest available countywide data on population, the extent of poverty, and the extent of housing overcrowding. However, a different distribution is hereby expressly authorized if and when necessary to comply with Title I of the HCDA. If any project submitted by County as a portion of the CDBG documentation is found to ineligible by HUD, the proposed project shall not be funded. In such an event, the County, acting in concert with the Technical Committee may submit an alternative priority project which is within the original cost and in line with the stated needs and objectives of County, provided such a re-submission conforms with the rules and regulations of the HCDA.

4. a. City may terminate its participation in this Cooperation Agreement by a single majority vote of its governing body. Such termination shall take effect only at the end of the federal three-year Urban County qualification period in which the action is taken. The next such qualification period will end September 30, 2020. However, City may void this Cooperation Agreement by written notice received by the Director of the Stanislaus County Planning and Community Development Department, 1010 10th Street, Suite 3400, Modesto, California 95354, prior to September 30, 2020, if City is advised by HUD that City is eligible to be designated as a metropolitan city entitled to CDBG formula funding and City elects to accept designation as a metropolitan city. If this Cooperation Agreement is not voided by City prior to September 10, 2016 (or later date if approved in writing by HUD) under the circumstances listed in the previous sentence, City must remain a part of the urban county for the entire three-year urban county qualification period.
5. Under this Agreement, the County shall be the primary general-purpose local governmental unit pursuant to the HCDA. The County shall apply for grants, administer all funds received, and undertake or assist in undertaking essential community development and housing assistance activities. Based on recommendations made by the Technical Committee, the County shall have the authority to carry out activities which will be funded from annual CDBG, and ESG, funds covered by this Agreement. Records shall be kept by County in accordance with approved accounting procedures, and said records shall be available for public inspection at all times.
6. County and City, all with all Urban County participants, shall take all actions necessary to assure compliance with the Urban County's certification required by Section 104 (b) of Title I of the HCDA, including the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the HCD, as amended. Use of Urban County funds for activities, in or in support of, any participating city that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification shall be prohibited. Pursuant to 24 CFR 570.501(b), City is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement described in 24 CFR 570.503. County and City shall comply with all other applicable laws.
7. City shall report to County any income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose. In the case of HOME Investment Partnerships Program funds, the City shall report program


income to the entity responsible for HOME fund administration and it shall be the responsibility of that entity to report to HUD on the use of program income.

8. The following standards shall apply to real property acquired or improved in whole or in part using CDBG funds that is within the control of a participating City:
 - a. City shall give County timely notification of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition.
 - b. City shall reimburse the allocation account in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of funds other than CDBG) of property acquired or improved with CDBG funds that is sold or transferred for a use that does not qualify under the CDBG regulations.
 - c. City shall pay to County any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between County and City. Any program income shall be allocated by County for eligible activities in accordance with all CDBG requirements as may then apply.
9. The parties hereto agree that the final responsibility for analyzing needs, setting objectives, developing plans, selecting projects for community development and housing assistance, selecting CDBG Public Service and ESG programs to be funded, and filing the Consolidated Plan, and other plans and reports required by the HCDA, is Stanislaus County Board of Supervisors.
10. By executing this Agreement, City understands the following:
 - a. City may not apply for grants under the Small Cities or State CDBG or ESG Programs funded during the period in which it participates in the Urban County;
 - b. City may participate in a HOME Program only through the Urban County; and that it may not participate in a HOME consortium with other local governments except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation.
 - c. City may only receive ESG funding by a formula allocation as part of a participating member of the Urban County unless otherwise authorized by HCD or HUD.

11. The cooperating unit of general local government has adopted and is enforcing:
 - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction. The phrase "cooperating unit of general local government" has the same meaning in this Cooperation Agreement as it does in HUD Notice #CPD 07-03.
12.
 - a. Each Party mutually agrees, pursuant to Government Code §894.5, to indemnify, hold harmless, and defend the other Party, its County Board of Supervisors, City Councils, boards and commissions, officers, agents, employees, and volunteers (collectively, the "indemnified Parties") in an amount equal to its proportionate share of liability on a comparative fault basis. This indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost or expense that arises out of, or is any way related to, the performance of services pursuant to this Agreement. This indemnity obligation extends, without limitation, to any injury, death, loss, or damage which occurs in the performance of the Agreement and that is sustained by a third party, agent, or contractor of a Party. Each Party executing this Agreement certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement, and it shall continue to maintain such funds throughout the Term of this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to require any Party to indemnify any other Party from any Claim arising from the sole negligence or willful misconduct of another Party. Nothing in this section shall be construed as authorizing an award of attorney fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all Claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided.
 - b. At its sole discretion, the indemnified Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the indemnitor of any obligation imposed by this Agreement. The Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense. The Parties agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of each Party. In such cases, the Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs. Where a trial verdict or arbitration award allocates or determines the comparative

fault of the parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault. The provisions of this section shall survive the termination of this Agreement.

COUNTY OF STANISLAUS

By: 
Stan Eisen
Chief Executive Officer

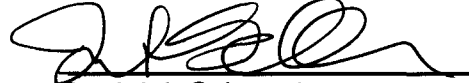
CITY OF HUGHSON

By: 
Raul Mendez
City Manager

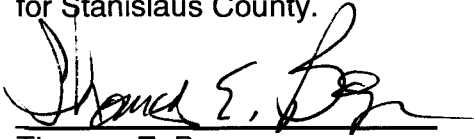
ATTEST:


Susana Diaz
City Clerk

APPROVED AS TO FORM:


Daniel J. Schroeder
City Attorney

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


Thomas E. Boze
Assistant County Counsel

COOPERATION AGREEMENT

THIS AGREEMENT, entered into this 12th day of July, 2016, by and between the CITY OF NEWMAN, hereinafter referred to as "City", and COUNTY OF STANISLAUS, hereinafter referred to as "County."

WITNESSETH

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

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

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

WHEREAS, the COUNTY and participating cities, including the City, form the Stanislaus Urban County ("Urban County") for purposes of receiving entitlement funds from the Department of Housing and Urban Development ("HUD"); and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The parties hereto agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, pursuant to the Housing and Community Development Act of 1974 ("HCDA"), as amended, and the HOME Investment Partnerships Act, as amended. This agreement shall become effective October 1, 2017, and be in effect until terminated, but termination may not occur before September 30, 2020. This agreement shall remain in effect until the CDBG, ESG, and HOME funds received during the Urban County's 17-18 (July 1, 2017 to June 30, 2018), 18-19 (July 1, 2018 to June 30, 2019), and 19-20 (July 1, 2019 to June 30, 2020) program years,

and any related program income received by the City, are expended and any funded activities are completed.

2. The County and City, along with all Urban County participants, agree to form the following: committee and panel to coordinate and review Urban County information:
 - a. Technical Committee: consisting of one (1) representative from the County and one (1) representative from each Urban County participating city. The purpose of the committee is to review proposed funding and existing funding for HUD projects, and any other documentation required by HUD for the implementation and administration of the CDBG, ESG, and HOME Programs. Documentation shall include, but not limited to, a list of specific projects to be undertaken and priorities for implementation for the housing and community development projects. The committee will facilitate distribution of information to residents of the Urban County concerning community development and housing needs; and shall provide residents with an opportunity to participate in the development of programs and priorities.
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 - a. After deduction of administrative expenses, which shall not to exceed 20%, all of the net CDBG monies shall be sub-allocated to the participating jurisdictions according to the general distribution formula established by HUD which is based on the latest available countywide data on population, the extent of poverty, and the extent of housing overcrowding. However, a different distribution is hereby expressly authorized if and when necessary to comply with Title I of the HCDA. If any project submitted by County as a portion of the CDBG documentation is found to ineligible by HUD, the proposed project shall not be funded. In such an event, the County, acting in concert with the Technical Committee may submit an alternative priority project which is within the original cost and in line with the stated needs and objectives of County, provided such a re-submission conforms with the rules and regulations of the HCDA.

4. a. City may terminate its participation in this Cooperation Agreement by a single majority vote of its governing body. Such termination shall take effect only at the end of the federal three-year Urban County qualification period in which the action is taken. The next such qualification period will end September 30, 2020. However, City may void this Cooperation Agreement by written notice received by the Director of the Stanislaus County Planning and Community Development Department, 1010 10th Street, Suite 3400, Modesto, California 95354, prior to September 30, 2020, if City is advised by HUD that City is eligible to be designated as a metropolitan city entitled to CDBG formula funding and City elects to accept designation as a metropolitan city. If this Cooperation Agreement is not voided by City prior to September 10, 2016 (or later date if approved in writing by HUD) under the circumstances listed in the previous sentence, City must remain a part of the urban county for the entire three-year urban county qualification period.
5. Under this Agreement, the County shall be the primary general-purpose local governmental unit pursuant to the HCDA. The County shall apply for grants, administer all funds received, and undertake or assist in undertaking essential community development and housing assistance activities. Based on recommendations made by the Technical Committee, the County shall have the authority to carry out activities which will be funded from annual CDBG, and ESG, funds covered by this Agreement. Records shall be kept by County in accordance with approved accounting procedures, and said records shall be available for public inspection at all times.
6. County and City, all with all Urban County participants, shall take all actions necessary to assure compliance with the Urban County's certification required by Section 104 (b) of Title I of the HCDA, including the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the HCD, as amended. Use of Urban County funds for activities, in or in support of, any participating city that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification shall be prohibited. Pursuant to 24 CFR 570.501(b), City is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement described in 24 CFR 570.503. County and City shall comply with all other applicable laws.
7. City shall report to County any income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose. In the case of HOME Investment Partnerships Program funds, the City shall report program

income to the entity responsible for HOME fund administration and it shall be the responsibility of that entity to report to HUD on the use of program income.

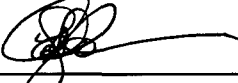
8. The following standards shall apply to real property acquired or improved in whole or in part using CDBG funds that is within the control of a participating City:
 - a. City shall give County timely notification of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition.
 - b. City shall reimburse the allocation account in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of funds other than CDBG) of property acquired or improved with CDBG funds that is sold or transferred for a use that does not qualify under the CDBG regulations.
 - c. City shall pay to County any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between County and City. Any program income shall be allocated by County for eligible activities in accordance with all CDBG requirements as may then apply.
9. The parties hereto agree that the final responsibility for analyzing needs, setting objectives, developing plans, selecting projects for community development and housing assistance, selecting CDBG Public Service and ESG programs to be funded, and filing the Consolidated Plan, and other plans and reports required by the HCDA, is Stanislaus County Board of Supervisors.
10. By executing this Agreement, City understands the following:
 - a. City may not apply for grants under the Small Cities or State CDBG or ESG Programs funded during the period in which it participates in the Urban County;
 - b. City may participate in a HOME Program only through the Urban County; and that it may not participate in a HOME consortium with other local governments except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation.
 - c. City may only receive ESG funding by a formula allocation as part of a participating member of the Urban County unless otherwise authorized by HCD or HUD.

11. The cooperating unit of general local government has adopted and is enforcing:
 - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction. The phrase "cooperating unit of general local government" has the same meaning in this Cooperation Agreement as it does in HUD Notice #CPD 07-03.
12.
 - a. Each Party mutually agrees, pursuant to Government Code §894.5, to indemnify, hold harmless, and defend the other Party, its County Board of Supervisors, City Councils, boards and commissions, officers, agents, employees, and volunteers (collectively, the "indemnified Parties") in an amount equal to its proportionate share of liability on a comparative fault basis. This indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost or expense that arises out of, or is any way related to, the performance of services pursuant to this Agreement. This indemnity obligation extends, without limitation, to any injury, death, loss, or damage which occurs in the performance of the Agreement and that is sustained by a third party, agent, or contractor of a Party. Each Party executing this Agreement certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement, and it shall continue to maintain such funds throughout the Term of this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to require any Party to indemnify any other Party from any Claim arising from the sole negligence or willful misconduct of another Party. Nothing in this section shall be construed as authorizing an award of attorney fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all Claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided.
 - b. At its sole discretion, the indemnified Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the indemnitor of any obligation imposed by this Agreement. The Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense. The Parties agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of each Party. In such cases, the Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs. Where a trial verdict or arbitration award allocates or determines the comparative

fault of the parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault. The provisions of this section shall survive the termination of this Agreement.

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


COUNTY OF STANISLAUS

By: 
Stan Risen
Chief Executive Officer

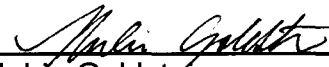
CITY OF NEWMAN

By: 
Michael Holland
City Manager

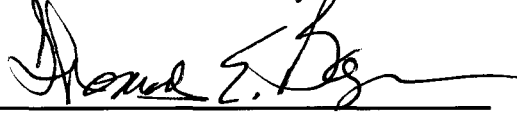
ATTEST:


Mike Maier
City Clerk

APPROVED AS TO FORM:


Nubia Goldstein
City Attorney

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


Thomas E. Boze
Assistant County Counsel

COOPERATION AGREEMENT

THIS AGREEMENT entered into this 18th day of July, 2016, by and between the CITY OF OAKDALE, hereinafter referred to as "City", and COUNTY OF STANISLAUS, hereinafter referred to as "County."

WITNESSETH

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

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

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

WHEREAS, the COUNTY and participating cities, including the City, form the Stanislaus Urban County ("Urban County") for purposes of receiving entitlement funds from the Department of Housing and Urban Development ("HUD"); and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The parties hereto agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, pursuant to the Housing and Community Development Act of 1974 ("HCDA"), as amended, and the HOME Investment Partnerships Act, as amended. This agreement shall become effective October 1, 2017, and be in effect until terminated, but termination may not occur before September 30, 2020. This agreement shall remain in effect until the CDBG, ESG, and HOME funds received during the Urban County's 17-18 (July 1, 2017 to June 30, 2018), 18-19 (July 1, 2018 to June 30, 2019), and 19-20 (July 1, 2019 to June 30, 2020) program years,

and any related program income received by the City, are expended and any funded activities are completed.

2. The County and City, along with all Urban County participants, agree to form the following: committee and panel to coordinate and review Urban County information:
 - a. Technical Committee: consisting of one (1) representative from the County and one (1) representative from each Urban County participating city. The purpose of the committee is to review proposed funding and existing funding for HUD projects, and any other documentation required by HUD for the implementation and administration of the CDBG, ESG, and HOME Programs. Documentation shall include, but not limited to, a list of specific projects to be undertaken and priorities for implementation for the housing and community development projects. The committee will facilitate distribution of information to residents of the Urban County concerning community development and housing needs; and shall provide residents with an opportunity to participate in the development of programs and priorities.
 - b. Grant Review Panel: consisting of one (1) representative from the County and one (1) representative from each Urban County participating city and one (1) representative from the local Continuum of Care (CoC). The committee will meet a minimum of 2 times a year to review grant applications and proposals in response to a County released Notice of Funding Availability (NOFA). The purpose of this panel is to assist in the decision making process for how best to utilize CDBG Public Service Grants and Emergency Solutions Grant (ESG) funds, as annually allocated by HUD, throughout the Urban County. Grant Review Panel duties shall include providing input on how to target funds, how to structure the competitive grant funding process, reviewing and scoring of applications, and attendance during all grant applicant presentations.
3.
 - a. After deduction of administrative expenses, which shall not to exceed 20%, all of the net CDBG monies shall be sub-allocated to the participating jurisdictions according to the general distribution formula established by HUD which is based on the latest available countywide data on population, the extent of poverty, and the extent of housing overcrowding. However, a different distribution is hereby expressly authorized if and when necessary to comply with Title I of the HCDA. If any project submitted by County as a portion of the CDBG documentation is found to ineligible by HUD, the proposed project shall not be funded. In such an event, the County, acting in concert with the Technical Committee may submit an alternative priority project which is within the original cost and in line with the stated needs and objectives of County, provided such a re-submission conforms with the rules and regulations of the HCDA.

4. a. City may terminate its participation in this Cooperation Agreement by a single majority vote of its governing body. Such termination shall take effect only at the end of the federal three-year Urban County qualification period in which the action is taken. The next such qualification period will end September 30, 2020. However, City may void this Cooperation Agreement by written notice received by the Director of the Stanislaus County Planning and Community Development Department, 1010 10th Street, Suite 3400, Modesto, California 95354, prior to September 30, 2020, if City is advised by HUD that City is eligible to be designated as a metropolitan city entitled to CDBG formula funding and City elects to accept designation as a metropolitan city. If this Cooperation Agreement is not voided by City prior to September 10, 2016 (or later date if approved in writing by HUD) under the circumstances listed in the previous sentence, City must remain a part of the urban county for the entire three-year urban county qualification period.
5. Under this Agreement, the County shall be the primary general-purpose local governmental unit pursuant to the HCDA. The County shall apply for grants, administer all funds received, and undertake or assist in undertaking essential community development and housing assistance activities. Based on recommendations made by the Technical Committee, the County shall have the authority to carry out activities which will be funded from annual CDBG, and ESG, funds covered by this Agreement. Records shall be kept by County in accordance with approved accounting procedures, and said records shall be available for public inspection at all times.
6. County and City, all with all Urban County participants, shall take all actions necessary to assure compliance with the Urban County's certification required by Section 104 (b) of Title I of the HCDA, including the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the HCD, as amended. Use of Urban County funds for activities, in or in support of, any participating city that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification shall be prohibited. Pursuant to 24 CFR 570.501(b), City is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement described in 24 CFR 570.503. County and City shall comply with all other applicable laws.
7. City shall report to County any income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose. In the case of HOME Investment Partnerships Program funds, the City shall report program

income to the entity responsible for HOME fund administration and it shall be the responsibility of that entity to report to HUD on the use of program income.

8. The following standards shall apply to real property acquired or improved in whole or in part using CDBG funds that is within the control of a participating City:
 - a. City shall give County timely notification of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition.
 - b. City shall reimburse the allocation account in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of funds other than CDBG) of property acquired or improved with CDBG funds that is sold or transferred for a use that does not qualify under the CDBG regulations.
 - c. City shall pay to County any program income generated from the disposition or transfer of property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between County and City. Any program income shall be allocated by County for eligible activities in accordance with all CDBG requirements as may then apply.
9. The parties hereto agree that the final responsibility for analyzing needs, setting objectives, developing plans, selecting projects for community development and housing assistance, selecting CDBG Public Service and ESG programs to be funded, and filing the Consolidated Plan, and other plans and reports required by the HCDA, is Stanislaus County Board of Supervisors.
10. By executing this Agreement, City understands the following:
 - a. City may not apply for grants under the Small Cities or State CDBG or ESG Programs funded during the period in which it participates in the Urban County;
 - b. City may participate in a HOME Program only through the Urban County; and that it may not participate in a HOME consortium with other local governments except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation.
 - c. City may only receive ESG funding by a formula allocation as part of a participating member of the Urban County unless otherwise authorized by HCD or HUD.

11. The cooperating unit of general local government has adopted and is enforcing:
 - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction. The phrase "cooperating unit of general local government" has the same meaning in this Cooperation Agreement as it does in HUD Notice #CPD 07-03.
12.
 - a. Each Party mutually agrees, pursuant to Government Code §894.5, to indemnify, hold harmless, and defend the other Party, its County Board of Supervisors, City Councils, boards and commissions, officers, agents, employees, and volunteers (collectively, the "indemnified Parties") in an amount equal to its proportionate share of liability on a comparative fault basis. This indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost or expense that arises out of, or is any way related to, the performance of services pursuant to this Agreement. This indemnity obligation extends, without limitation, to any injury, death, loss, or damage which occurs in the performance of the Agreement and that is sustained by a third party, agent, or contractor of a Party. Each Party executing this Agreement certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement, and it shall continue to maintain such funds throughout the Term of this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to require any Party to indemnify any other Party from any Claim arising from the sole negligence or willful misconduct of another Party. Nothing in this section shall be construed as authorizing an award of attorney fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all Claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided.
 - b. At its sole discretion, the indemnified Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the indemnitor of any obligation imposed by this Agreement. The Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense. The Parties agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of each Party. In such cases, the Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs. Where a trial verdict or arbitration award allocates or determines the comparative

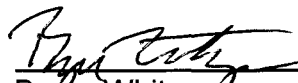
fault of the parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault. The provisions of this section shall survive the termination of this Agreement.

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


COUNTY OF STANISLAUS

By: 
Stan Risen
Chief Executive Officer

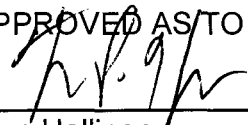
CITY OF OAKDALE

By: 
Bryan Whitemyer
City Manager

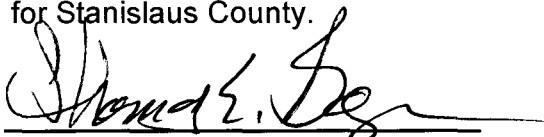
ATTEST:


Kathy Teixeira
City Clerk

APPROVED AS TO FORM:


Tom Hallinan
City Attorney

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


Thomas E. Boze
Assistant County Counsel

COOPERATION AGREEMENT

THIS AGREEMENT, entered into this 20th day of July, 2016, by and between the CITY OF PATTERSON, hereinafter referred to as "City", and COUNTY OF STANISLAUS, hereinafter referred to as "County."

WITNESSETH

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

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

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

WHEREAS, the COUNTY and participating cities, including the City, form the Stanislaus Urban County ("Urban County") for purposes of receiving entitlement funds from the Department of Housing and Urban Development ("HUD"); and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The parties hereto agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, pursuant to the Housing and Community Development Act of 1974 ("HCDA"), as amended, and the HOME Investment Partnerships Act, as amended. This agreement shall become effective October 1, 2017, and be in effect until terminated, but termination may not occur before September 30, 2020. This agreement shall remain in effect until the CDBG, ESG, and HOME funds received during the Urban County's 17-18 (July 1, 2017 to June 30, 2018), 18-19 (July 1, 2018 to June 30, 2019), and 19-20 (July 1, 2019 to June 30, 2020) program years,

and any related program income received by the City, are expended and any funded activities are completed.

2. The County and City, along with all Urban County participants, agree to form the following: committee and panel to coordinate and review Urban County information:
 - a. Technical Committee: consisting of one (1) representative from the County and one (1) representative from each Urban County participating city. The purpose of the committee is to review proposed funding and existing funding for HUD projects, and any other documentation required by HUD for the implementation and administration of the CDBG, ESG, and HOME Programs. Documentation shall include, but not limited to, a list of specific projects to be undertaken and priorities for implementation for the housing and community development projects. The committee will facilitate distribution of information to residents of the Urban County concerning community development and housing needs; and shall provide residents with an opportunity to participate in the development of programs and priorities.
 - b. Grant Review Panel: consisting of one (1) representative from the County and one (1) representative from each Urban County participating city and one (1) representative from the local Continuum of Care (CoC). The committee will meet a minimum of 2 times a year to review grant applications and proposals in response to a County released Notice of Funding Availability (NOFA). The purpose of this panel is to assist in the decision making process for how best to utilize CDBG Public Service Grants and Emergency Solutions Grant (ESG) funds, as annually allocated by HUD, throughout the Urban County. Grant Review Panel duties shall include providing input on how to target funds, how to structure the competitive grant funding process, reviewing and scoring of applications, and attendance during all grant applicant presentations.
3.
 - a. After deduction of administrative expenses, which shall not to exceed 20%, all of the net CDBG monies shall be sub-allocated to the participating jurisdictions according to the general distribution formula established by HUD which is based on the latest available countywide data on population, the extent of poverty, and the extent of housing overcrowding. However, a different distribution is hereby expressly authorized if and when necessary to comply with Title I of the HCDA. If any project submitted by County as a portion of the CDBG documentation is found to ineligible by HUD, the proposed project shall not be funded. In such an event, the County, acting in concert with the Technical Committee may submit an alternative priority project which is within the original cost and in line with the stated needs and objectives of County, provided such a re-submission conforms with the rules and regulations of the HCDA.

4. a. City may terminate its participation in this Cooperation Agreement by a single majority vote of its governing body. Such termination shall take effect only at the end of the federal three-year Urban County qualification period in which the action is taken. The next such qualification period will end September 30, 2020. However, City may void this Cooperation Agreement by written notice received by the Director of the Stanislaus County Planning and Community Development Department, 1010 10th Street, Suite 3400, Modesto, California 95354, prior to September 30, 2020, if City is advised by HUD that City is eligible to be designated as a metropolitan city entitled to CDBG formula funding and City elects to accept designation as a metropolitan city. If this Cooperation Agreement is not voided by City prior to September 10, 2016 (or later date if approved in writing by HUD) under the circumstances listed in the previous sentence, City must remain a part of the urban county for the entire three-year urban county qualification period.
5. Under this Agreement, the County shall be the primary general-purpose local governmental unit pursuant to the HCDA. The County shall apply for grants, administer all funds received, and undertake or assist in undertaking essential community development and housing assistance activities. Based on recommendations made by the Technical Committee, the County shall have the authority to carry out activities which will be funded from annual CDBG, and ESG, funds covered by this Agreement. Records shall be kept by County in accordance with approved accounting procedures, and said records shall be available for public inspection at all times.
6. County and City, all with all Urban County participants, shall take all actions necessary to assure compliance with the Urban County's certification required by Section 104 (b) of Title I of the HCDA, including the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the HCD, as amended. Use of Urban County funds for activities, in or in support of, any participating city that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification shall be prohibited. Pursuant to 24 CFR 570.501(b), City is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement described in 24 CFR 570.503. County and City shall comply with all other applicable laws.
7. City shall report to County any income generated by the expenditure of CDBG funds. Such program income may be retained by City to be used for CDBG eligible activities. County has the responsibility for monitoring and reporting to HUD on the use of program income, thereby requiring appropriate record keeping and reporting by City as may be needed for this purpose. In the case of HOME Investment Partnerships Program funds, the City shall report program

income to the entity responsible for HOME fund administration and it shall be the responsibility of that entity to report to HUD on the use of program income.

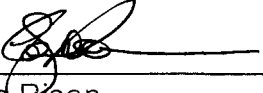
8. The following standards shall apply to real property acquired or improved in whole or in part using CDBG funds that is within the control of a participating City:
 - a. City shall give County timely notification of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition.
 - b. City shall reimburse the allocation account in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of funds other than CDBG) of property acquired or improved with CDBG funds that is sold or transferred for a use that does not qualify under the CDBG regulations.
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9. The parties hereto agree that the final responsibility for analyzing needs, setting objectives, developing plans, selecting projects for community development and housing assistance, selecting CDBG Public Service and ESG programs to be funded, and filing the Consolidated Plan, and other plans and reports required by the HCDA, is Stanislaus County Board of Supervisors.
10. By executing this Agreement, City understands the following:
 - a. City may not apply for grants under the Small Cities or State CDBG or ESG Programs funded during the period in which it participates in the Urban County;
 - b. City may participate in a HOME Program only through the Urban County; and that it may not participate in a HOME consortium with other local governments except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation.
 - c. City may only receive ESG funding by a formula allocation as part of a participating member of the Urban County unless otherwise authorized by HCD or HUD.

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 - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction. The phrase "cooperating unit of general local government" has the same meaning in this Cooperation Agreement as it does in HUD Notice #CPD 07-03.
12.
 - a. Each Party mutually agrees, pursuant to Government Code §894.5, to indemnify, hold harmless, and defend the other Party, its County Board of Supervisors, City Councils, boards and commissions, officers, agents, employees, and volunteers (collectively, the "indemnified Parties") in an amount equal to its proportionate share of liability on a comparative fault basis. This indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost or expense that arises out of, or is any way related to, the performance of services pursuant to this Agreement. This indemnity obligation extends, without limitation, to any injury, death, loss, or damage which occurs in the performance of the Agreement and that is sustained by a third party, agent, or contractor of a Party. Each Party executing this Agreement certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement, and it shall continue to maintain such funds throughout the Term of this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to require any Party to indemnify any other Party from any Claim arising from the sole negligence or willful misconduct of another Party. Nothing in this section shall be construed as authorizing an award of attorney fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all Claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided.
 - b. At its sole discretion, the indemnified Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the indemnitor of any obligation imposed by this Agreement. The Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense. The Parties agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of each Party. In such cases, the Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs. Where a trial verdict or arbitration award allocates or determines the comparative


fault of the parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault. The provisions of this section shall survive the termination of this Agreement.

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

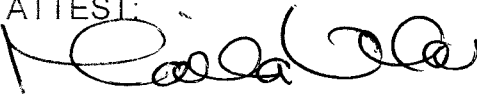
COUNTY OF STANISLAUS

By: 
Stan Risen
Chief Executive Officer


CITY OF PATTERSON

By: 
Ken Irwin
City Manager

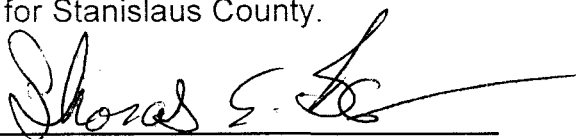
ATTEST:


Maricela L. Vela
City Clerk

APPROVED AS TO FORM:


for: Tom Hallinan
City Attorney

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


Thomas E. Boze
Assistant County Counsel

COOPERATION AGREEMENT

THIS AGREEMENT, entered into this 17th day of July, 2016, by and between the CITY OF WATERFORD, hereinafter referred to as "City", and COUNTY OF STANISLAUS, hereinafter referred to as "County."

WITNESSETH

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

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

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

WHEREAS, the COUNTY and participating cities, including the City, form the Stanislaus Urban County ("Urban County") for purposes of receiving entitlement funds from the Department of Housing and Urban Development ("HUD"); and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The parties hereto agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, pursuant to the Housing and Community Development Act of 1974 ("HCDA"), as amended, and the HOME Investment Partnerships Act, as amended. This agreement shall become effective October 1, 2017, and be in effect until terminated, but termination may not occur before September 30, 2020. This agreement shall remain in effect until the CDBG, ESG, and HOME funds received during the Urban County's 17-18 (July 1, 2017 to June 30, 2018), 18-19 (July 1, 2018 to June 30, 2019), and 19-20 (July 1, 2019 to June 30, 2020) program years,

and any related program income received by the City, are expended and any funded activities are completed.

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 - a. Technical Committee: consisting of one (1) representative from the County and one (1) representative from each Urban County participating city. The purpose of the committee is to review proposed funding and existing funding for HUD projects, and any other documentation required by HUD for the implementation and administration of the CDBG, ESG, and HOME Programs. Documentation shall include, but not limited to, a list of specific projects to be undertaken and priorities for implementation for the housing and community development projects. The committee will facilitate distribution of information to residents of the Urban County concerning community development and housing needs; and shall provide residents with an opportunity to participate in the development of programs and priorities.
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3.
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4. a. City may terminate its participation in this Cooperation Agreement by a single majority vote of its governing body. Such termination shall take effect only at the end of the federal three-year Urban County qualification period in which the action is taken. The next such qualification period will end September 30, 2020. However, City may void this Cooperation Agreement by written notice received by the Director of the Stanislaus County Planning and Community Development Department, 1010 10th Street, Suite 3400, Modesto, California 95354, prior to September 30, 2020, if City is advised by HUD that City is eligible to be designated as a metropolitan city entitled to CDBG formula funding and City elects to accept designation as a metropolitan city. If this Cooperation Agreement is not voided by City prior to September 10, 2016 (or later date if approved in writing by HUD) under the circumstances listed in the previous sentence, City must remain a part of the urban county for the entire three-year urban county qualification period.
5. Under this Agreement, the County shall be the primary general-purpose local governmental unit pursuant to the HCDA. The County shall apply for grants, administer all funds received, and undertake or assist in undertaking essential community development and housing assistance activities. Based on recommendations made by the Technical Committee, the County shall have the authority to carry out activities which will be funded from annual CDBG, and ESG, funds covered by this Agreement. Records shall be kept by County in accordance with approved accounting procedures, and said records shall be available for public inspection at all times.
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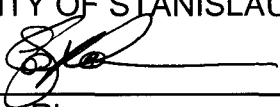
8. The following standards shall apply to real property acquired or improved in whole or in part using CDBG funds that is within the control of a participating City:
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 - b. City shall reimburse the allocation account in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of funds other than CDBG) of property acquired or improved with CDBG funds that is sold or transferred for a use that does not qualify under the CDBG regulations.
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 - a. City may not apply for grants under the Small Cities or State CDBG or ESG Programs funded during the period in which it participates in the Urban County;
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 - c. City may only receive ESG funding by a formula allocation as part of a participating member of the Urban County unless otherwise authorized by HCD or HUD.

11. The cooperating unit of general local government has adopted and is enforcing:
 - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction. The phrase "cooperating unit of general local government" has the same meaning in this Cooperation Agreement as it does in HUD Notice #CPD 07-03.
12.
 - a. Each Party mutually agrees, pursuant to Government Code §894.5, to indemnify, hold harmless, and defend the other Party, its County Board of Supervisors, City Councils, boards and commissions, officers, agents, employees, and volunteers (collectively, the "indemnified Parties") in an amount equal to its proportionate share of liability on a comparative fault basis. This indemnity obligation shall exist with respect to any claim, loss, liability, damage, lawsuit, cost or expense that arises out of, or is any way related to, the performance of services pursuant to this Agreement. This indemnity obligation extends, without limitation, to any injury, death, loss, or damage which occurs in the performance of the Agreement and that is sustained by a third party, agent, or contractor of a Party. Each Party executing this Agreement certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement, and it shall continue to maintain such funds throughout the Term of this Agreement. Notwithstanding the foregoing, nothing herein shall be construed to require any Party to indemnify any other Party from any Claim arising from the sole negligence or willful misconduct of another Party. Nothing in this section shall be construed as authorizing an award of attorney fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all Claims and liability regardless of whether any insurance policies are applicable. Any policy limits shall not act as a limitation upon the amount of indemnification to be provided.
 - b. At its sole discretion, the indemnified Party may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the indemnitor of any obligation imposed by this Agreement. The Parties shall notify each other promptly of any claim, action or proceeding and cooperate fully in the defense. The Parties agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of each Party. In such cases, the Parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs. Where a trial verdict or arbitration award allocates or determines the comparative

fault of the parties, the Parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault. The provisions of this section shall survive the termination of this Agreement.

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

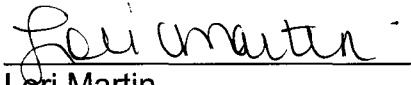
COUNTY OF STANISLAUS

By: 
Stan Risen
Chief Executive Officer

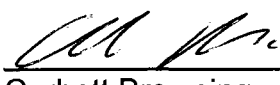
CITY OF WATERFORD

By: 
Tim Ogden
City Manager

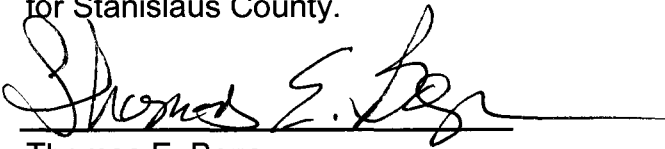
ATTEST:


Lori Martin
City Clerk

APPROVED AS TO FORM:


Corbett Browning
City Attorney

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


Thomas E. Boze
Assistant County Counsel

EMERGENCY SOLUTIONS GRANTS PROGRAM (CA-ESG) AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, (hereinafter referred to as "County") and the **WE CARE PROGRAM- TURLOCK** (hereinafter referred to as "Organization") on **December 9, 2016**.

WITNESSETH

WHEREAS, County has received an Emergency Solutions Grants Program ("CA-ESG") funding allocation from the California Department of Housing and Community Development ("HCD") pursuant to the provisions of subtitle B of Title IV of the Stewart B. McKinney Homeless Assistance Act, 42 USC 11371-42 USC 11378, (Federal Statutes), 24 CFR Part 576, (Federal Regulations), California Code of Regulations (CCR), Section 8400 et seq. (State Regulations); and

WHEREAS, pursuant to the grant and Board of Supervisors Board Resolution **No. 2016-346**, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such an CA-ESG; and

WHEREAS, County desires to engage Organization to render certain services, programs, or assistance in connection with such undertakings of the CA-ESG;

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

1. **SCOPE OF SERVICE**

1.1 **General Scope.** Organization shall provide services under its **We Care Program- Turlock Emergency Shelter**, as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Budget" and Exhibit B "Scope of Work" attached hereto and incorporated herein by reference.

1.2 **Term.** The services of Organization are to commence on **December 9, 2016** and end on **June 30, 2018**, 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 **\$332,164** in CA-ESG grant funds for Fiscal Years **2016-2018**, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Budget" and Exhibit B "Scope of Work" which is attached to this Agreement and incorporated herein by reference.

2.2 **Monthly Draws.** Organization shall submit a monthly grant fund draw request. Monthly request shall be submitted on or before the last day of the month and the final monthly draw requests shall be received before **June 30, 2018**.

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. With each RFF, an official authorized to bind Organization shall certify that “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with 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 Budget” and Exhibit B “Scope of Work”. 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, and shall be subject to prior-approval by HCD. Proposed changes must be consistent with 25 CCR 8403 and also comply with the requirements in 25 CCR Sections 8405 and 8409.

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 by July 1, 2017 the organization has been unable to spend down funds or meet their goal for numbers served in a timely manner (50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.

2.6 **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 40 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 CA-ESG, may be dispersed upon request provided: (1) 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. (2) All financial assistance draws dispersed to Organization shall be dispersed directly to the third party representing Stanislaus County CA-ESG FY 2016-2018 Grants Agreement

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. (3) All requests for financial assistance draws will be reviewed and paid out, provided all the required verification has been obtained, within a maximum of 30 business days.

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), as amended by 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 Grants (ESG and CA-ESG) Programs, and other regulations governing the Emergency Solutions Grants 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 program regulations).

3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CA-ESG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.

3.3 **Ineligible Uses of Funds.** The following uses are not eligible for CA-ESG funds: (1) Funds issued directly to program participants. All CA-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 are not allowed to be provided to program participants; (3) CA-ESG funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented shall be disallowed and must be reimbursed to the County by the Organization. Expenditures for Work, not described in the Scope of Work shall be deemed authorized if the performance of such Work is approved in writing by the County prior to the commencement of such Work. The County at its sole and reasonable discretion shall make the final determination regarding the allowability of expenditures.

3.4 **Program Income.** Program income shall be handled in the manner described within the Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) Programs. Any program income derived from the project, if any, shall be redistributed 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 (HPRP) 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 Stanislaus County CA-ESG FY 2016-2018 Grants Agreement

case manager determines that additional months of assistance are required for the participant to overcome additional barriers to housing. In no case can HPRP assistance exceed 24 months during any 3-year period. (2) Shelter services must establish limits on the length of assistance within their program policies.

3.6 **Reversion of Assets.** Any real property under Organization's control that was acquired or improved in whole or in part with grant funds shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311.

4. PROGRAM PARTICIPANT ELIGIBILITY

4.1 **General Eligibility.** Eligibility of program participants shall be evaluated prior to CA-ESG program entry with an initial consultation conducted by Organization to determine if they meet the following criteria: (1) Household, which is defined as all persons that will be living in the home to be subsidized with ESG funds, must be at or below 30 percent of Area Median Income (AMI); (2) The household must be homeless or at-risk of homelessness, as defined by 24 CFR 576. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-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 Grants (ESG and CA-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 last 90 days) within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 576, are considered to be Urban County residents.

4.5 **Centralized or Coordinated Assessment System.** Grantees are required to use a HUD and HCD approved established 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 locally recognized Continuum of Care (CoC) in accordance with minimum requirements to be established by HCD and HUD. If there is no established and approved centralized or coordinated system in place during the term of this agreement the Organization

shall participate in the development and refrain from the implementation until given written Notice by the Director of the Planning and Community Development.

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 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 identified 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.** Organization must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider. Participation and attendance to the CoC meetings are required. Levels of participation may be part of future funding considerations.

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 CoC and coordinating and integrating ESG and CA-ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs. The recipient must keep records of the participation in the Homeless Management Information System (HMIS) or a comparable database authorized by County staff by all projects of the recipient and its sub-recipients.

4.10 **HMIS Sub-committee.** All CA-ESG grantees must attend the HMIS Sub-committee meetings, which meets monthly. CA-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, which 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 CA-ESG assistance must pass a minimum threshold of habitability, including compliance with lead-based paint regulations. Renovations completed with CA-ESG funds must also meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. CA-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. CA-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 CA-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 CA-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 CA-ESG funds to the appropriate third party.

5.4 **Rent Reasonableness and Fair Market Rent Assessments.** Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888.111-888.115, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507. (1) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.

5.5 **Rental Unit General Requirements.** Best efforts must be made to ensure that units receiving ESG assistance are legal dwellings and are not in the process of foreclosure.

5.6 **Use with Other Subsidies.** Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance, or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URA payments.

6. RESTRICTIONS RELATED TO SHELTER FACILITIES

6.1 **Shelter and Housing Standards.** The revised standards for emergency shelters require all shelters to meet minimum habitability standards adopted from the SHP regulations and current Emergency Solutions Grants guidance. Shelters renovated with CA-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 CA-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 Grants (CA-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 Grants (CA-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 CA-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, J, K, and R of Title 24 that apply to activities under the Program.

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

7. DOCUMENTATION, DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS

7.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County

Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) Programs.

7.2 **Monthly/Closeout Reports.** Organization agrees to submit monthly program status reports to County, in conformance with the requirements of CA-ESG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by ESG funds as well as any other information that is requested. In addition, Organization shall submit, no later than 30 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

7.3 **HUD and HCD Sponsored Research.** Upon request, Organization shall participate in HUD and/or HCD sponsored research and evaluation of the CA-ESG programs during or after the completion of the funded 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 CA-ESG funds in the quarterly report to be provided to County.

7.6 **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 Grants (ESG and CA-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, HCD, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County, HCD, and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

7.7 **Privacy Procedures.** The Organization shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the 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 CA-ESG Grant Funds for Fiscal Years **2016-2018** to be delivered to County by **September 30, 2017** and for Fiscal Year **2017-2018** to be delivered to County by **December 30, 2018**. Organization agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Standards. Organization agrees that the County or their designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. The Organization shall comply with the audit requirements contained in OMB Circular A-133.

7.9 **HMIS.** Organization shall participate in a local Homeless Management Information System ("HMIS") or a comparable database authorized by County staff to collect and report program participant-level information. (1) Domestic Violence providers may report on a HMIS comparable database to meet the standards set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule.

7.10 **Monitoring.** An onsite monitoring visit shall occur whenever determined necessary by the County, but at least twice during the grant period. Desk Audits may also be included as part of the County's monitoring throughout the grant period. The County will monitor the performance of the Organization based on a risk assessment and according to the terms of this Agreement. The County may also monitor any sub-recipients of the Organization as the County deems appropriate based on a risk assessment. The County will monitor the performance of the Organization and funded projects based on the performance measures used by HCD and HUD in ESG and CA-ESG programs. If it is determined that the Organization or any sub-contractors falsified any certifications, application information, financial or contract documentation the Organization shall be required to reimburse the full amount of the CA-ESG award to the County and may be prohibited from any further participation in the ESG/CA-ESG programs. As requested by the County the Organization shall submit to the County all CA-ESG monitoring documentation necessary to ensure that the Organization is in continued compliance with Federal and State ESG requirements. Such documentation requirements and the submission deadline shall be provided by the County at the time such information is requested from the Organization.

8. UNIFORM ADMINISTRATIVE REQUIREMENTS

8.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Applicability of Uniform Administrative Requirements, 24 CFR 576.100, and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122, "Cost Principles for Non-profit Organizations").

8.2 **Reasonable Grant Costs.** The County reserves the right to determine whether or not a request for CA-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; and (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, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

9. HOLD HARMLESS AND INDEMNITY AGREEMENT

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

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 Request for Funds (RFF), 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.

9.3 **Required Insurance.** Organization shall take out, and maintain during the life of the Agreement, insurance policies with coverage at least as broad as stated in Exhibit C:

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 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.

10.2 Equal Participation of Religious Organizations. Under 24 CFR Section 576.406 (Federal Regulations) and CCR 8406 (b) (2) (State Regulations) ESG/CA-ESG funded religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct ESG/CA-ESG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide ESG/CA-ESG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If ESG/CA-ESG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, such funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, ESG/CA-ESG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the ESG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

10.3 HUD 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 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.). The use of volunteers shall comply with the regulations in 24 CFR Part 70.

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 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of

Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of ESG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

11.3 Lobbying and Disclosure Requirements. Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, 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. DISPUTES.

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

13. WAIVER OF DEFAULT

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

14. DRUG-FREE WORK PLACE

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.

15. NOTICE.

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

16. ENVIRONMENTAL LAW COMPLIANCE

16.1 **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.

17. TERMINATION OF SERVICES & REVERSION OF ASSETS

17.1 **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 Grants (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.

17.2 **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. Such notice shall include the reasons for termination. (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 for cause, or if Organization fails to comply with the terms and conditions of the award, including: (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 CA-ESG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CA-ESG funds.

17.3 **Sufficiency of Funds and Termination.** This Agreement is valid and enforceable only if sufficient funds are made available to the County by the HCD for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitation or conditions, or statute, regulation or any other laws, whether federal or those of the State of California or of any agency, department, or any political subdivision of the federal or the State of California government which may affect the provisions, terms or

funding of this Agreement in any manner. It is mutually agreed that if HUD does not appropriate sufficient funds to HCD for the Program, this Agreement shall be amended to reflect any reduction of funds.

17.4 **Insolvency.** If the Organization becomes insolvent, all unused CA-ESG funds shall be returned to the County for disposition.

18. **ENTIRE AGREEMENT**

The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter of the Agreement. No other agreement, statement or promise not contained in the Agreement shall be valid or binding.

19. **ADVICE OF ATTORNEY**

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

20. **GENERAL TERMS AND CONDITIONS**

20.1 **Debarment, Suspension, and Other Responsibilities.** Organization certifies and warrants that neither the Organization nor any owner, partner, director, officer, or principal of Organization, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default. This provision shall be incorporated in any subcontract entered into as a result of this Agreement.

20.2 **Other program requirements.** Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart E of 24 CFR 576, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 576.407; 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.

20.3 **Collaboration, Coordination and Resource and Referral Services.** Organization must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider. Participation and attendance to the local Continuum of Care (CoC) meetings are required. Levels of participation may be part of future funding considerations.

20.4 **Assignment.** County has relied upon the skills, knowledge, experience and training of Organization and the Organization's firm, associates and employees as an inducement to enter into the Agreement. Organization shall not assign or subcontract the Agreement without the express written consent of

County. Further, Organization shall not assign any monies due or to become due under the Agreement without the prior written consent of County.

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

20.6 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.

20.7 Construction. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

20.8 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 sections 20.5 or 20.6.

20.9 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 and Community Director
1010 Tenth Street, Suite 3400
Modesto, CA 95354

To Organization: We Care Program- Turlock
Attention: Maris Sturtevant, Treasurer
P.O. Box 1291
Turlock, CA 95381

20.10 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.

20.11 **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.

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

–Signatures on following page –

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

COUNTY OF STANISLAUS

WE CARE PROGRAM- TURLOCK

By:



Angela Freitas, Director
Planning and Community Development

"County"

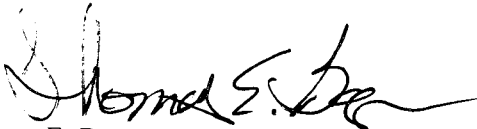
By:



Maris Sturtevant
Treasurer

"Organization"

APPROVED AS TO FORM:



Thomas E. Boze
Assistant County Counsel

Exhibit A

CA-ESG FY 2016-2018 Project Budget

Agency: We Care Program- Turlock

Project: Emergency Shelter Program

Date:

BUDGET AND PROGRAM GOALS/OBJECTIVES:

320 Individuals will be provided shelter.

Line Item	Awarded
STREET OUTREACH	
Essential Services	
Salaries : (total from Exhibit C)	\$0.00
Benefits/Taxes (capped at 20% of salary):	\$0.00
Transportation	\$0.00
Subtotal:	\$0.00
EMERGENCY SHELTER	
Essential Services	
Salaries : (total from Exhibit C)	\$157,440.00
Benefits/Taxes (capped at 20% of salary):	\$39,360.00
Transportation	\$0.00
Subtotal:	\$196,800.00
Operational Costs	
Rent:	\$20,000.00
Utilities:	\$20,000.00
Maintenance (specify _____)	\$20,000.00
Other: Janitorial, supplies misc food):	\$20,375.00
Subtotal:	\$80,375.00
Renovation	
Conversion	\$0.00
Major Rehabilitation	\$0.00
Renovation	\$0.00
Subtotal:	\$0.00
INDIRECT COSTS	
Essential Services	
Salaries : (total from Exhibit C)	\$15,216.00
Benefits/Taxes (capped at 20% of salary):	\$3,000.00
Insurance, Financial Audit	\$15,000.00
Subtotal:	\$33,216.00
Other Costs	
Rental Application Fees:	\$0.00
Security Deposits:	\$0.00
Last Month's Rent:	\$0.00
Utility Deposits:	\$0.00
Utility Payments:	\$0.00
Moving Costs:	\$0.00
Services Costs:	\$0.00
Short-term Rental Assistance (0-3 mos.):	\$0.00
Medium-term Rental Assistance (4-24 mos.):	\$0.00
Subtotal:	\$0.00
HMIS	
Essential Services	
Salaries : (total from Exhibit C)	\$17,418.40
Benefits/Taxes (capped at 20% of salary):	\$4,354.60
Subtotal:	\$21,773.00
Other Costs	
Participation Fees:	\$0.00
Training:	\$0.00
Technical Assistance:	\$0.00
Other (specify _____) :	\$0.00
Subtotal:	\$0.00
TOTAL:	\$332,164.00

Maria Sturtevant 1-6-17
Signature of Project Director or Authorized Person is required Date:

TO BE COMPLETED BY CDBG MONITORING STAFF:
CDBG Staff Recommendation: (Approve) or Deny (Circle one)

[Signature] 1/6/2017
Signature of Stanislaus County CA-ESG Official Date:



Stanislaus County
Emergency Solutions Grant (CA-ESG)
Exhibit B- Scope of Work
For Fiscal Years 2016-2018

A. Scope of Work

A-1 Project Title: We Care- Turlock Emergency Shelter

Total Amount Awarded: \$ 332,164.00

☐ Street Outreach \$ 0

☒ Shelter \$ 277,175

☒ Indirect Costs \$ 33,216

☒ HMIS \$ 21,773

A-2 Legal Name of Agency: We Care Program - Turlock

DBA: _____

Agency Address: PO BOX 1291 Turlock, CA 95381

Phone: 209-664-2003 Fax: _____

Incorporated Year: 2003 501(c)(3) Tax ID number: _____

DUNS Number (9 digit No.): 179569772

A-3 Contact Name: Maris Sturtevant Title: Treasurer

Contact Address (if different than above): _____

Contact E-Mail Address: Maris@wecareturlock.org

Contact Phone: 209-664-2003 Fax: _____

A-4 Agency Type (check all that apply):

☒ Non-Profit ☐ Government ☐ Faith-Based ☐ Education

A-5 Number of unduplicated persons and households you anticipate serving for this project: (I) 320 (H) 320

A-6 Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):

Total number of shelter nights provided and the number of men that transition into our Rapid-Rehousing and Supportive Housing Programs.

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:

The We Care Program (WCP) is requesting this funding to extend service of the shelter from five and a half months to nine months. This is the only shelter in Turlock offering services to men in the Area of Stanislaus County over the age of 18 who fall at or below 80% of the county median income. The Shelter provides a warm, safe environment for individuals who would otherwise be sleeping on the street or in places not meant for human habitation. The WCP's shelter has the capacity to shelter 49 homeless individuals a night, during the most inhospitable months. These grant funds will expand shelter operations from September 15, 2016 to May 15, 2017, seven days a week from 6:30pm to 8:00am. Nutritious meals and other services are provided nightly by over 50 local churches, civic organizations, local businesses and individual families. Data indicates the severe need for a year round homeless shelter in Turlock servicing all areas of Stanislaus County. The 2016 Point in Time Count documented 1,408 men and women that were homeless in Stanislaus County. The outcome of this project will be to increase the number of adult men who are sheltered. We will use the HMIS intake form to gather information about the individuals who stay at the shelter.

EXHIBIT C

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage

Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Reporting: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employee's, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the County.**

Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

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

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

APPROVED AS TO INSURANCE CONTENT:

Stanislaus County

Chief Executive Office – Risk Management Division

By: 

Name: Kevin Watson

Title: Liability & Insurance Manager

Date: 12/20/2016

EMERGENCY SOLUTIONS GRANTS PROGRAM (CA-ESG) AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, (hereinafter referred to as "County") and the **COMMUNITY HOUSING AND SHELTER SERVICES** (hereinafter referred to as "Organization") on **December 9, 2016**.

WITNESSETH

WHEREAS, County has received an Emergency Solutions Grants Program ("CA-ESG") funding allocation from the California Department of Housing and Community Development ("HCD") pursuant to the provisions of subtitle B of Title IV of the Stewart B. McKinney Homeless Assistance Act, 42 USC 11371-42 USC 11378, (Federal Statutes), 24 CFR Part 576, (Federal Regulations), California Code of Regulations (CCR), Section 8400 et seq. (State Regulations); and

WHEREAS, pursuant to the grant and Board of Supervisors Board Resolution **No. 2016-346**, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such an CA-ESG; and

WHEREAS, County desires to engage Organization to render certain services, programs, or assistance in connection with such undertakings of the CA-ESG;

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 Stabilization Program**, as described in the Application for Funding in accordance with the provisions of Exhibit A "Project Budget" and Exhibit B "Scope of Work" attached hereto and incorporated herein by reference.

1.2 **Term.** The services of Organization are to commence on **December 9, 2016** and end on **June 30, 2018**, 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 **\$234,940.00** in CA-ESG grant funds for Fiscal Years **2016-2018**, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Budget" and Exhibit B "Scope of Work" which is attached to this Agreement and incorporated herein by reference.

2.2 **Monthly Draws.** Organization shall submit a monthly grant fund draw request. Monthly request shall be submitted on or before the last day of the month and the final monthly draw requests shall be received before **June 30, 2018**.

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. With each RFF, an official authorized to bind Organization shall certify that “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with 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 Budget” and Exhibit B “Scope of Work”. 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, and shall be subject to prior-approval by HCD. Proposed changes must be consistent with 25 CCR 8403 and also comply with the requirements in 25 CCR Sections 8405 and 8409.

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 by July 1, 2017 the organization has been unable to spend down funds or meet their goal for numbers served in a timely manner (50% spend down of grant and 50% of total goal for numbers served), then funds may be recaptured and reallocated to a like activity.

2.6 **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 40 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 CA-ESG, may be dispersed upon request provided: (1) 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. (2) All financial assistance draws dispersed to Organization shall be dispersed directly to the third party representing Stanislaus County CA-ESG FY 2016-2018 Grants Agreement

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. (3) All requests for financial assistance draws will be reviewed and paid out, provided all the required verification has been obtained, within a maximum of 30 business days.

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), as amended by 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 Grants (ESG and CA-ESG) Programs, and other regulations governing the Emergency Solutions Grants 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 program regulations).

3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CA-ESG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.

3.3 **Ineligible Uses of Funds.** The following uses are not eligible for CA-ESG funds: (1) Funds issued directly to program participants. All CA-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 are not allowed to be provided to program participants; (3) CA-ESG funds are not eligible to pay for any mortgage costs or legal or other fees associated with retaining homeowners' housing. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented shall be disallowed and must be reimbursed to the County by the Organization. Expenditures for Work, not described in the Scope of Work shall be deemed authorized if the performance of such Work is approved in writing by the County prior to the commencement of such Work. The County at its sole and reasonable discretion shall make the final determination regarding the allowability of expenditures.

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 Grants (ESG and CA-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 (HPRP) 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 Stanislaus County CA-ESG FY 2016-2018 Grants Agreement

case manager determines that additional months of assistance are required for the participant to overcome additional barriers to housing. In no case can HPRP assistance exceed 24 months during any 3-year period. (2) Shelter services must establish limits on the length of assistance within their program policies.

3.6 **Reversion of Assets.** Any real property under Organization's control that was acquired or improved in whole or in part with grant funds shall be utilized in accordance with Section 3.1 General Use of Funds, of this Agreement, as long as needed for that purpose. When such property is no longer needed for the originally authorized purpose set forth in Section 3.1 of this Agreement, County shall obtain disposition instructions from HUD which shall provide for one of the disposition alternatives set forth in 2 CFR 200.311.

4. PROGRAM PARTICIPANT ELIGIBILITY

4.1 **General Eligibility.** Eligibility of program participants shall be evaluated prior to CA-ESG program entry with an initial consultation conducted by Organization to determine if they meet the following criteria: (1) Household, which is defined as all persons that will be living in the home to be subsidized with ESG funds, must be at or below 30 percent of Area Median Income (AMI); (2) The household must be homeless or at-risk of homelessness, as defined by 24 CFR 576. Eligibility determinations must be made and documented in accordance with the Stanislaus County Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-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 Grants (ESG and CA-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 last 90 days) within the areas covered by the Stanislaus Urban County. These areas include the Cities of Ceres, Hughson, Newman, Oakdale, Patterson, Waterford and the unincorporated areas of Stanislaus County. Program participants receiving rental assistance may meet this requirement by moving to or from an eligible area. Program participants, who are determined to meet the definition of "homeless", as defined within 24 CFR 576, are considered to be Urban County residents.

4.5 **Centralized or Coordinated Assessment System.** Grantees are required to use a HUD and HCD approved established 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 locally recognized Continuum of Care (CoC) in accordance with minimum requirements to be established by HCD and HUD. If there is no established and approved centralized or coordinated system in place during the term of this agreement the Organization shall participate in the

development and refrain from the implementation until given written Notice by the Director of the Planning and Community Development.

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 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 identified 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.** Organization must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider. Participation and attendance to the CoC meetings are required. Levels of participation may be part of future funding considerations.

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 CoC and coordinating and integrating ESG and CA-ESG assistance with programs targeted toward homeless people and mainstream service and assistance programs. The recipient must keep records of the participation in the Homeless Management Information System (HMIS) or a comparable database authorized by County staff by all projects of the recipient and its sub-recipients.

4.10 **HMIS Sub-committee.** All CA-ESG grantees must attend the HMIS Sub-committee meetings, which meets monthly. CA-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, which 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 CA-ESG assistance must pass a minimum threshold of habitability, including compliance with lead-based paint regulations. Renovations completed with CA-ESG funds must also meet state or local government safety and sanitation standards, as applicable, include energy-efficient appliances and materials. CA-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. CA-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 CA-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 CA-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 CA-ESG funds to the appropriate third party.

5.4 **Rent Reasonableness and Fair Market Rent Assessments.** Rental assistance cannot be provided unless the rent does not exceed the Fair Market Rent established by HUD, as provided under 24 CFR part 888.111-888.115, and complies with HUD's standard of rent reasonableness, as established under 24 CFR 982.507. (1) For purposes of calculating rent under this section, the rent shall equal the sum of the total monthly rent for the unit, any fees required for occupancy under the lease (other than late fees and pet fees) and, if the tenant pays separately for utilities, the monthly allowance for utilities (excluding telephone) established by the public housing authority for the area in which the housing is located.

5.5 **Rental Unit General Requirements.** Best efforts must be made to ensure that units receiving ESG assistance are legal dwellings and are not in the process of foreclosure.

5.6 **Use with Other Subsidies.** Except for a one-time payment of rental arrears on the tenant's portion of the rental payment, rental assistance cannot be provided to a program participant who is receiving tenant-based rental assistance, or living in a housing unit receiving project-based rental assistance or operating assistance, through other public sources. Rental assistance may not be provided to a program participant who has been provided with replacement housing payments under the URA during the period of time covered by the URA payments.

6. RESTRICTIONS RELATED TO SHELTER FACILITIES

6.1 **Shelter and Housing Standards.** The revised standards for emergency shelters require all shelters to meet minimum habitability standards adopted from the SHP regulations and current Emergency Solutions Grants guidance. Shelters renovated with CA-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 CA-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 Grants (CA-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 Grants (CA-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 CA-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, J, K, and R of Title 24 that apply to activities under the Program.

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

7. DOCUMENTATION, DATA COLLECTION, REPORTING & MAINTAINENCE OF RECORDS

7.1 **Documentation.** Implementation of program services, including determinations of eligibility, evidence of eligible program costs, client services provided, denial or termination of services, and fiscal management, shall be documented in accordance with the standards set forth within the Stanislaus County

Desk Manual for the Community Development Block Grant (CDBG) Public Services and Emergency Solutions Grants (ESG and CA-ESG) Programs.

7.2 **Monthly/Closeout Reports.** Organization agrees to submit monthly program status reports to County, in conformance with the requirements of CA-ESG and 2 CFR 200.301, including an estimate of the number of jobs created and/or retained by ESG funds as well as any other information that is requested. In addition, Organization shall submit, no later than 30 days after the expiration of this Agreement, any required close-out report, in conformance with the requirements of 2 CFR 200.343.

7.3 **HUD and HCD Sponsored Research.** Upon request, Organization shall participate in HUD and/or HCD sponsored research and evaluation of the CA-ESG programs during or after the completion of the funded 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 CA-ESG funds in the quarterly report to be provided to County.

7.6 **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 Grants (ESG and CA-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, HCD, HUD, and any authorized representatives shall have access to and the right to examine all records, books, papers or documents related to the project for the purposes of making audit, evaluation, examination, excerpts and transcripts during normal business hours and during the period such records are to be maintained by Organization. Further, County, HCD, and HUD shall have the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

7.7 **Privacy Procedures.** The Organization shall develop and implement reasonable procedures to ensure: (1) The confidentiality of records pertaining to all program participants; and (2) That program participant's addresses will not be made public, except to the extent that this prohibition contradicts a preexisting privacy policy of the 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 CA-ESG Grant Funds for Fiscal Years **2016-2018** to be delivered to County by **September 30, 2017** and for Fiscal Year **2017-2018** to be delivered to County by **December 30, 2018**. Organization agrees to maintain accounting books and records in accordance with Generally Accepted Accounting Standards. Organization agrees that the County or their designated representatives shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. The Organization shall comply with the audit requirements contained in OMB Circular A-133.

7.9 **HMIS.** Organization shall participate in a local Homeless Management Information System ("HMIS") or a comparable database authorized by County staff to collect and report program participant-level information. (1) Domestic Violence providers may report on a HMIS comparable database to meet the standards set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule.

7.10 **Monitoring.** An onsite monitoring visit shall occur whenever determined necessary by the County, but at least twice during the grant period. Desk Audits may also be included as part of the County's monitoring throughout the grant period. The County will monitor the performance of the Organization based on a risk assessment and according to the terms of this Agreement. The County may also monitor any sub-recipients of the Organization as the County deems appropriate based on a risk assessment. The County will monitor the performance of the Organization and funded projects based on the performance measures used by HCD and HUD in ESG and CA-ESG programs. If it is determined that the Organization or any sub-contractors falsified any certifications, application information, financial or contract documentation the Organization shall be required to reimburse the full amount of the CA-ESG award to the County and may be prohibited from any further participation in the ESG/CA-ESG programs. As requested by the County the Organization shall submit to the County all CA-ESG monitoring documentation necessary to ensure that the Organization is in continued compliance with Federal and State ESG requirements. Such documentation requirements and the submission deadline shall be provided by the County at the time such information is requested from the Organization.

8. UNIFORM ADMINISTRATIVE REQUIREMENTS

8.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Applicability of Uniform Administrative Requirements, 24 CFR 576.100, and the requirements and standards of 2 CFR 200.420-200.475 (formerly OMB Circular No. A-122, "Cost Principles for Non-profit Organizations").

8.2 **Reasonable Grant Costs.** The County reserves the right to determine whether or not a request for CA-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; and (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, consistent with applicable federal regulations. A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

9. HOLD HARMLESS AND INDEMNITY AGREEMENT

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

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 Request for Funds (RFF), 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.

9.3 **Required Insurance.** Organization shall take out, and maintain during the life of the Agreement, insurance policies with coverage at least as broad as stated in Exhibit C:

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 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.

10.2 Equal Participation of Religious Organizations. Under 24 CFR Section 576.406 (Federal Regulations) and CCR 8406 (b) (2) (State Regulations) ESG/CA-ESG funded religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct ESG/CA-ESG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide ESG/CA-ESG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If ESG/CA-ESG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, such funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, ESG/CA-ESG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the ESG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

10.3 HUD 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 110(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.). The use of volunteers shall comply with the regulations in 24 CFR Part 70.

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 2 CFR 200.112 (formerly 24 CFR 84.42) and all applicable federal standards of ethical conduct, which prohibit any employee, officer, or agent of

Organization from participating in the selection, award, or administration of a federally funded contract if a real or apparent conflict of interest would be involved. With respect to all other decisions involving the use of ESG funds, the following restriction shall apply: No person who is an employee, agent, consultant, officer, or elected or appointed official of the Organization and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

11.3 Lobbying and Disclosure Requirements. Organization certifies that no State or Federal appropriated funds have been paid, or will be paid for lobbying activities, in contravention of 2 CFR 200.450 or the Byrd Amendment (31 U.S.C. 1352) and its implementing regulations at 24 CFR part 87. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence this Agreement, 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. DISPUTES

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

13. WAIVER OF DEFAULT

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

14. DRUG-FREE WORK PLACE

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.

15. NOTICE

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

16. ENVIRONMENTAL LAW COMPLIANCE

16.1 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.

17. TERMINATION OF SERVICES & REVERSION OF ASSETS

17.1 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 Grants (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.

17.2 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. Such notice shall include the reasons for termination. (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 for cause, or if Organization fails to comply with the terms and conditions of the award, including: (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 CA-ESG funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CA-ESG funds.

17.3 Sufficiency of Funds and Termination. This Agreement is valid and enforceable only if sufficient funds are made available to the County by the HCD for the purposes of this Program. In addition, this Agreement is subject to any additional restrictions, limitation or conditions, or statute, regulation or any other laws, whether federal or those of the State of California or of any agency, department, or any political subdivision of the federal or the State of California government which may affect the provisions, terms or

funding of this Agreement in any manner. It is mutually agreed that if HUD does not appropriate sufficient funds to HCD for the Program, this Agreement shall be amended to reflect any reduction of funds.

17.4 **Insolvency.** If the Organization becomes insolvent, all unused CA-ESG funds shall be returned to the County for disposition.

18. **ENTIRE AGREEMENT**

The Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties and contains all the agreements between the parties with respect to the subject matter of the Agreement. No other agreement, statement or promise not contained in the Agreement shall be valid or binding.

19. **ADVICE OF ATTORNEY**

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

20. **GENERAL TERMS AND CONDITIONS**

20.1 **Debarment, Suspension, and Other Responsibilities.** Organization certifies and warrants that neither the Organization nor any owner, partner, director, officer, or principal of Organization, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default. This provision shall be incorporated in any subcontract entered into as a result of this Agreement.

20.2 **Other program requirements.** Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart E of 24 CFR 576, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 576.407; 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.

20.3 **Collaboration, Coordination and Resource and Referral Services.** Organization must make a best effort to assess client needs, to connect them to needed resources and to refer them to the appropriate service provider. Participation and attendance to the local Continuum of Care (CoC) meetings are required. Levels of participation may be part of future funding considerations.

20.4 **Assignment.** County has relied upon the skills, knowledge, experience and training of Organization and the Organization's firm, associates and employees as an inducement to enter into the Agreement. Organization shall not assign or subcontract the Agreement without the express written consent of

County. Further, Organization shall not assign any monies due or to become due under the Agreement without the prior written consent of County.

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

20.6 **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.

20.7 **Construction.** Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

20.8 **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 sections 20.5 or 20.6.

20.9 **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 and Community Director
1010 Tenth Street, Suite 3400
Modesto, CA 95354

To Organization: Community Housing and Shelter Services
Attention: Esther Rosas, Executive Director
708 H Street, Suite B
Modesto, CA 95354

20.10 **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.

20.11 **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.

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

–Signatures on following page –

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"

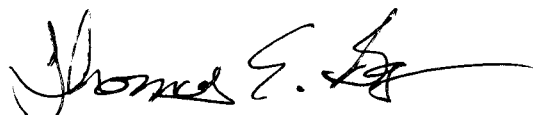
By:



Esther Rosas
Executive Director

"Organization"

APPROVED AS TO FORM:



Thomas E. Boze
Assistant County Counsel

Exhibit A**CA-ESG FY 2016-2018 Project Budget**

Agency: Community Housing & Shelter Services

Project: Rapid Re-Housing Stabilization Program

Date: _____

BUDGET AND PROGRAM GOALS/OBJECTIVES:

CHSS will assist 30 Households with Rapid Re-Housing services.

Line Item	Awarded
INDIRECT COSTS	
Salaries, Insurance & Agency Operational Costs	
Salaries : (total from Exhibit C)	\$0.00
Benefits/Taxes (capped at 20% of salary):	\$0.00
Insurance	\$1,500.00
Rent	\$9,000.00
Financial Audit	\$3,000.00
Rent Reasonableness Database	\$2,500.00
Other: postage, telephone, internet, copier, alarm, forms & office supplies	\$7,494.00
Subtotal:	\$23,494.00
EMERGENCY SHELTER	
Essential Services	
Salaries : (total from Exhibit C)	\$0.00
Benefits/Taxes (capped at 20% of salary):	\$0.00
Transportation	\$0.00
Subtotal:	\$0.00
Program Operational Costs	
Rent:	\$0.00
Utilities:	\$0.00
Maintenance (specify _____)	\$0.00
Insurance, supplies misc food etc. _____)	\$0.00
Subtotal:	\$0.00
HOMELESS PREVENTION/RAPID RE-HOUSING	
Essential Services	
Salaries : (total from Exhibit C)	\$32,000.00
Benefits/Taxes (capped at 20% of salary):	\$6,400.00
Transportation	\$2,226.00
Subtotal:	\$40,626.00
Financial Assistance Costs	
Rental Application Fees:	\$0.00
Security Deposits:	\$28,080.00
Last Month's Rent:	\$0.00
Utility Deposits:	\$0.00
Utility Payments:	\$0.00
Moving Costs:	\$0.00
Services Costs:	\$0.00
Short-term Rental Assistance (0-3 mos.):	\$0.00
Medium-term Rental Assistance (4-24 mos.):	\$127,330.00
Subtotal:	\$155,410.00
HMIS	
Essential Services	
Salaries : (total from Exhibit C)	\$12,841.00
Benefits/Taxes (capped at 20% of salary):	\$2,569.00
Subtotal:	\$15,410.00
Other Costs	
Participation Fees:	\$0.00
Training:	\$0.00
Technical Assistance:	\$0.00
Other (specify _____) :	\$0.00
Subtotal:	\$0.00
TOTAL:	\$234,940.00

Signature of Project Director or Authorized Person is required

Date: 11/2/17

TO BE COMPLETED BY CDBG MONITORING STAFF:

CDBG Staff Recommendation: Approve or Deny (Circle one)

Signature of Stanislaus County CA-ESG Official

Date:



Stanislaus County
Emergency Solutions Grant (CA-ESG)
Exhibit B-Scope of Work
For Fiscal Years 2016-2018

A. Scope of Work

A-1 Project Title: Rapid Re-Housing Stabilization Program

Total Amount Awarded: \$ 234,940

☐ Street Outreach \$ 0

☒ Indirect Costs \$ 23,494

☒ HP/RR \$ 196,036

☒ HMIS \$ 15,410

A-2 **Legal Name of Agency:** Community Housing and Shelter Services

DBA: Community Housing & Shelter Services

Agency Address: 708 H. Street Suite B, Modesto, CA 95354

Phone: (209) 527-0444

Fax: (209) 575-9818

Incorporated Year: 1981

501(c)(3)

Tax ID number: _____

DUNS Number (9 digit No.): 835658782

A-3 Contact Name: Esther Rosas

Title: Executive Director

Contact Address (if different than above): _____

Contact e-mail address: chssrosas@gmail.com

Contact Phone: (209) 527-0444 ext. 302

Fax: (209) 575-9818

A-4 Agency Type (check all that apply):

☒ Non-Profit

☐ Government

☐ Faith-Based

☐ Education

A-5 Number of unduplicated persons and households you anticipate serving for this project: (I) 120 (H) 30

A-6 Other measurements of program success (Ex: Number of Ind. provided Shelter, or Connected to Employment):

of individuals who will receive Homeless Prevention rental assistance funds: 120

of individuals who will receive Rapid Re-Housing rental assistance funds: 30

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:

The goal of this project is to assist 30 of the referred Households with minor children (120 individuals) by rapidly re-housing them from the shelters. Rapid Re-Housing programs can play a vital role in strengthening families who are homeless. The funding will be utilized to provide medium-term rental assistance to households who are homeless and unable to pay for their full move-in fees. The assistance based in a declining subsidy of a 10% reduction on a monthly basis.

All households served will complete an individualized action plan to address their immediate and long-term goals and receive intensive on-going case management services to ensure permeant housing sustainability and to reduce recidivism.

Program outcomes measured by entering initial and all on-going services into the Homeless Management Information System (HMIS). The HMIS system will capture all services received while in the program and upon exit to clearly define the length f time the family spent homeless, how many clients remained self-sufficient and in permanent housing.

EXHIBIT C

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage

Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Reporting: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employee's, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the County.**

Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

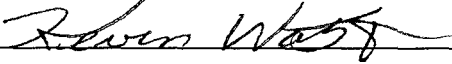
The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless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

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

APPROVED AS TO INSURANCE CONTENT:

Stanislaus County

Chief Executive Office – Risk Management Division

By: 

Name: Kevin Watson

Title: Liability & Insurance Manager

Date: 12/20/2016

AMENDED EMERGENCY SOLUTIONS GRANTS (CA-ESG) AGREEMENT

This AGREEMENT AMENDMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Emergency Solutions Grants (CA-ESG) Program (hereinafter referred to as "County") and the **WE CARE PROGRAM- TURLOCK** (hereinafter referred to as "Organization") on **April 21, 2017**.

WHEREAS, due to an increase of state CA-ESG funds, and
WHEREAS, Section 2.1 – Grant Amount Awarded of the Emergency Solutions Grants (CA-ESG) Agreement is being revised;

NOW, THEREFORE, the parties hereto do mutually agree to amend the CA-ESG Agreement, executed between Organization and Agency on December 9, 2016, as follows:

1. Paragraph 2.1, Compensation; Grant Amount Awarded, is amended to read as follows:


2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$332,184.00 which is an increase of \$20.00, for full performance of the services specified under the December 9, 2016, Agreement, and Attachment A "Amended Budget" which is attached to this Amended Agreement and incorporated herein by reference.

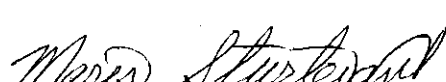
2. The Organization has authorized the undersigned person signing as officers on behalf of Organization, to enter into this Agreement on behalf of said Organization and to bind the same to this Agreement, and, further that said Organization has authority to enter into this Agreement and that there are 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 Amendment on the day and year first hereinabove written.

COUNTY OF STANISLAUS

WE CARE PROGRAM- TURLOCK

By: 
Angela Freitas, Director
Planning and Community Development

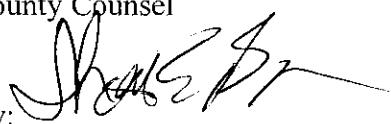
By: 
Maris Sturtevant
Executive Director

"County"

"Organization"

APPROVED AS TO FORM:

John P. Doering
County Counsel

By: 
Thomas E. Boze
Deputy County Counsel

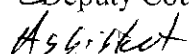


Exhibit A

CA-ESG FY 2016-2018 Project Budget

Agency: We Care Program- Turlock

Project: Emergency Shelter Program

Date:

BUDGET AND PROGRAM GOALS/OBJECTIVES:

320 Individuals will be provided shelter.

Line Item	Awarded	Revised
STREET OUTREACH		
Essential Services		
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 SHELTER		
Essential Services		
Salaries : (total from Exhibit C)	\$157,440.00	\$180,000.00
Benefits/Taxes (capped at 20% of salary):	\$39,360.00	\$36,000.00
Transportation	\$0.00	\$7,362.00
Subtotal:	\$196,800.00	\$223,362.00
Operational Costs		
Rent:	\$20,000.00	\$20,000.00
Utilities:	\$20,000.00	\$19,326.00
Maintenance, Shelter Food	\$20,000.00	\$19,325.00
Janitorial and Supplies:	\$20,375.00	\$20,000.00
Subtotal:	\$80,375.00	\$78,651.00
Renovation		
Conversion	\$0.00	\$0.00
Major Rehabilitation	\$0.00	\$0.00
Renovation	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00
INDIRECT COSTS		
Essential Services		
Salaries : (total from Exhibit C)	\$15,216.00	\$20,000.00
Benefits/Taxes (capped at 20% of salary):	\$3,000.00	\$4,000.00
Insurance, Financial Audit	\$15,000.00	\$6,171.00
Subtotal:	\$33,216.00	\$30,171.00
Other Costs		
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 Services		
Salaries : (total from Exhibit C)	\$17,418.40	\$0.00
Benefits/Taxes (capped at 20% of salary):	\$4,354.60	\$0.00
Subtotal:	\$21,773.00	\$0.00
Other Costs		
Participation Fees:	\$0.00	\$0.00
Training:	\$0.00	\$0.00
Technical Assistance:	\$0.00	\$0.00
Other (specify _____):	\$0.00	\$0.00
Subtotal:	\$0.00	\$0.00
TOTAL:	\$332,164.00	\$332,184.00

Signature of Project Director or Authorized Person is required

Date:

TO BE COMPLETED BY CD MONITORING STAFF:

CDBG Staff Recommendation: Approve or Deny (Circle one)

Signature of Stanislaus County CA-ESG Official

Date:

CONTRACTOR'S COPY**RECEIVED****JAN 20 2017**STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER

16-ESG-11124

REGISTRATION NUMBER

STANISLAUS CO. PLANNING &
COMMUNITY DEVELOPMENT DEPT

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

County of Stanislaus Department of Planning & Community Development

2. The term of this Agreement is: Upon HCD Approval through October 31, 2018

3. The maximum amount of this Agreement is: \$583,175.00

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

Exhibit A - Authority, Purpose and Scope of Work	3
Exhibit B - Budget Detail and Payment Provisions	2
Exhibit C - State of California General Terms and Conditions*	GTC - 610
Exhibit D - ESG Program Terms and Conditions	8
Exhibit E - Special Terms and Conditions	4
Exhibit F - Additional Provisions	0

TOTAL NUMBER OF PAGES ATTACHED:

17 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc)

County of Stanislaus Department of Planning & Community Development

BY (Authorized Signature)

DATE SIGNED (Do not type)

12-7-2016

PRINTED NAME AND TITLE OF PERSON SIGNING

Angela Freitas, Director of Planning & Community Dev.

ADDRESS

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

STATE OF CALIFORNIA

AGENCY NAME

Department of Housing and Community Development

BY (Authorized Signature)

DATE SIGNED (Do not type)

12/9/16

PRINTED NAME AND TITLE OF PERSON SIGNING

Synthia Rhinehart, Contracts Manager, Business & Contract Services Branch

ADDRESS

2020 W. El Camino Ave., Sacramento, CA 95833

California Department of
General Service
Use Only

DEC 09 2016

X Exempt per: SCM 4.04.A.3 (DGS
Memo dated 6/12/81)

1/23/17 Scanned & in Anna's FILE abj sent copy to DOC 2016-209

STANISLAUS URBAN COUNTY

Annual Action Plan Fiscal Year 2016-2017

Board of Supervisors
April 26, 2016



Stanislaus Urban County Members



Presentation Overview

- HUD Entitlement Requirements
- Purpose of Annual Action Plan
- HUD Funding Allocations
- Projects and Programs
- Staff Recommendations



Annual Action Plan

HUD Entitlement Requirements

- Consolidated Plan-Con Plan
3-5 Years
- Analysis of Impediments to Fair Housing-AI
3-5 Years
- Annual Action Plan-AAP
Annually
- Consolidated Annual Performance Evaluation
Report-CAPER
Annually



Annual Action Plan

Consolidated Plan Priorities

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



Annual Action Plan

Purpose

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



Annual Action Plan

Planning Schedule

- | | |
|------------------------------|--|
| Dec-Jan 2016 | - Public Service Grant Process |
| Jan-Feb 2016 | - Development of Plan |
| <i>Feb-March 2016</i> | - Community Meetings
- Draft Plan to Board
(30 day public review) |
| April 2016 | - Board of Supervisors for approval |



HUD Entitlement Allocations

Fiscal Year 2016-2017

CDBG	2,171,255
ESG	<u>197,836</u>
Total	\$2,369,091



FY 2016-2017 Funding Allocations

Urban County Member	Activities	Administration	Total
Ceres	\$242,040	\$15,027	\$257,067
Hughson	121,058	15,027	136,085
Newman	137,473	15,027	152,500
Oakdale	151,683	15,027	166,710
Patterson	137,321	15,027	152,348
Waterford	126,074	15,027	141,101
Stanislaus County	604,229	319,089	923,318
Public Services	217,126		217,126
Fair Housing		25,000	25,000
CDBG Subtotal	\$1,737,004	\$434,251	\$2,171,255
ESG	182,999	14,837	197,836
Total	\$1,920,003	\$449,088	\$2,369,091

FY 2016-2017 Projects

Infrastructure- Stanislaus County:

- Empire Infrastructure Project
- Airport Neighborhood Sewer Project



FY 2016-2017 Projects

(continued)

Infrastructure- City of Ceres:

- Nadine and Evans Road Project Phase II
- Sequoia Tract- Sequoia Village ADA Improvements



FY 2016-2017 Projects

(continued)

Infrastructure- City of Hughson:

- 2nd Street Infrastructure Project

Infrastructure- City of Newman:

- Inyo Avenue Infrastructure Project
- Q Street Infrastructure
- Klehn Park Improvements



FY 2016-2017 Projects

(continued)

Infrastructure- City of Oakdale:

- Davitt Infrastructure Project
- Block 3 Flood Control Project

Infrastructure- City of Patterson:

- 4th, 5th & 6th Street Infrastructure Project



FY 2016-2017 Projects

(continued)

Infrastructure- City of Waterford:

- South Becky Way Storm Drain Infrastructure Project



FY 2016-2017 Programs

Fair Housing:

- Project Sentinel

Economic Development:

- SBDC- Small Business Development Technical Assistance Program
- ADA Technical Assistance Program



FY 2016-2017 Programs

(continued)

Neighborhood Revitalization Strategy Area

- Public Services
- Infrastructure
- Fair Housing Services
- CBDO Capacity Building



FY 2016-2017 Programs

(continued)

CDBG Public Service Recommendations:

- Center for Human Services
- Children's Crisis Center
- Court Appointed Special Advocates
- Disability Resource for Independent Living



FY 2016-2017 Programs

(continued)

CDBG Public Service Recommendations:

- Family Promise of Greater Modesto
- Healthy Aging Association
- Salvation Army Red Shield
- Second Harvest Food Bank



FY 2016-2017 Programs

(continued)

CDBG Public Service Recommendations

■ Center for Human Services- Westside Family Resource Center	\$ 20,000
■ Healthy Aging Association-Young at Heart	\$ 20,000
■ Center for Human Services- CPFHC	\$ 20,000
■ Children's Crisis Center- Guardian House	\$ 20,000
■ Center for Human Services- Oakdale Family Resource Center	\$ 20,000
■ Court Appointed Special Advocates- Direct Services	\$ 20,000
■ Children's Crisis Center- Marsha's Shelter	\$ 19,980
■ DRAIL- Assistive Technology	\$ 5,000
■ Salvation Army Red Shield- Tutoring & Computer	\$ 19,812
■ Children's Crisis Center- Verda's Shelter	\$ 19,980
■ Second Harvest Food Bank- Food Assistance Program	\$ 20,000
■ Family Promise- Renter Restoration	\$ 12,354
TOTAL	\$ 217,216

FY 2016-2017 Programs

(continued)

ESG Recommendations:

- Community Housing and Shelter Services
- Family Promise of Greater Modesto
- The Salvation Army
- We Care Program



FY 2016-2017 Programs

(continued)

ESG Recommendations

■ <u>Family Promise- Shelter to Solutions</u>	\$ 52,620
■ <u>Salvation Army- Emergency Shelter</u>	\$ 60,000
■ <u>We Care Program- Cold Weather Shelter</u>	\$ 27,500
■ <u>Community Housing & Shelter Services- HPRP</u>	\$ 19,336
■ <u>Community Housing & Shelter Services- HMIS</u>	\$ 14,837
■ <u>Salvation Army- Outreach Program</u>	\$ 8,706
■ <u>Administration</u>	\$ 14,837
TOTAL	\$197,836



FY 2016-2017 Programs

(continued)

Neighborhood Stabilization Program:

- Acquisition & Rehab of Foreclosed Housing units
- Housing Rehabilitation/Reconstruction
- Affordable rental or home buying opportunities for residents

NSP Dangerous Building Abatement Program

- Removal of blighted, dangerous buildings in NSP target areas.



Staff Recommendations

- Close Public Comment Period & Public Hearing
- Approvals
 - Filing of Notice of Exemption
 - Fiscal Year 2016-2017 Annual Action Plan & Submit to HUD
- Authorizations
 - County CEO to sign Sub-recipient Agreements
 - County CEO to sign CDBG & HOME Cooperation Agreements



Staff Recommendations

(continued)

- Authorizations
 - Planning & Community Development Director to execute any related program agreements, contracts or other documentation.
 - Planning and Community Development Department to incorporate any comments & make alterations to the document as required.



Questions

