

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

DEPT: Planning and Community Development *AF*

BOARD AGENDA # 9:05 a.m.

Urgent ☐

Routine ☒

AGENDA DATE April 27, 2010

CEO Concurs with Recommendation YES ☐ NO ☐
(Information Attached)

4/5 Vote Required YES ☐ NO ☒

SUBJECT:

Public Hearing to Close the 30-day Public Comment Period and to Consider: 1) Approval of the Fiscal Year 2010-2011 Annual Action Plan that Includes Approximately \$2,691,538 in Community Development Block Grant (CDBG) Award and Approximately \$109,464 in Emergency Shelter Grant

(Continued on Page 2)

STAFF RECOMMENDATIONS:

1. Close the 30-day public comment period and conduct a public hearing.
2. Approve the Fiscal Year 2010-2011 Annual Action Plan that includes approximately \$2,691,538 in Community Development Block Grant (CDBG) award and approximately \$109,464 in Emergency Shelter Grant (ESG) award for a total of approximately \$2,801,002.
3. Approve the amendment to the Fiscal Year 2007-2012 Consolidated Plan (CP) to recognize Stanislaus County as administrator of Home Investment Partnership Program (HOME) funds for participating Consortium Cities and incorporate the HOME program into the CP goals.
4. Approve the amendment to the Fiscal Year 2008-2009 Annual Action Plan Neighborhood Stabilization Program (NSP) Amendment to incorporate new activities and expand program target areas.

(Continued on Page 2)

FISCAL IMPACT:

General administration costs for the preparation and distribution of the Fiscal Year 2010-2011 Annual Action Plan are included in the Community Development Block Grant Budget. The funds for the implementation of the Fiscal Year 2010-2011 Annual Action Plan are derived entirely from the Community Development Block Grant Program and Emergency Shelter Grant Program administered by the Federal Department of Housing and Urban Development. There is no impact to the General Fund.

BOARD ACTION AS FOLLOWS:

No. 2010-249

On motion of Supervisor Monteith, Seconded by Supervisor Chiesa
and approved by the following vote,

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

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:


CHRISTINE FERRARO TALLMAN, Clerk

File No.

Public Hearing to Close the 30-day Public Comment Period and to Consider: 1) Approval of the Fiscal Year 2010-2011 Annual Action Plan that Includes Approximately \$2,691,538 in Community Development Block Grant (CDBG) Award and Approximately \$109,464 in Emergency Shelter Grant (ESG) Award; 2) An Amendment to the Fiscal Year 2007-2012 Consolidated Plan to Recognize the Home Investment Partnership Program (HOME) and Stanislaus County's Role as Administrator of the Program for County Consortium Members; 3) An Amendment to the Fiscal Year 2008-2009 Annual Action Plan to Incorporate New Activities and Expand Target Areas in the Neighborhood Stabilization Program (NSP); and 4) Related Actions Including Authorization of a New NSP Contract with the Housing Authority of Stanislaus County

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SUBJECT: (Continued)

(ESG) Award; 2) An Amendment to the Fiscal Year 2007-2012 Consolidated Plan to Recognize the Home Investment Partnership Program (HOME) and Stanislaus County's Role as Administrator of the Program for County Consortium Members; 3) An Amendment to the Fiscal Year 2008-2009 Annual Action Plan to Incorporate New Activities and Expand Target Areas in the Neighborhood Stabilization Program (NSP); and 4) Related Actions Including Authorization of a New NSP Contract with the Housing Authority of Stanislaus County

STAFF RECOMMENDATIONS: (Continued)

5. Authorize the Chief Executive Officer to sign the Application for Federal Assistance and the Emergency Shelter Grant Certifications.
6. Authorize the Chairman of the Board of Supervisors to sign the Fiscal Year 2010-2011 Allocation Agreements with each of the Consortium Cities.
7. Authorize the Director of the Planning and Community Development Department to sign the CDBG Cost Recovery and HOME Certifications and Agreements.
8. Authorize the Director of the Planning and Community Development Department to execute any related program agreements, contracts, certifications, or other documentation required for implementation of CDBG, ESG, HOME, NSP, Homeless Prevention and Rapid Re-Housing (HPRP), and Community Development Block Grant - Recovery Act Funds (CDBG-R) programs.
9. Authorize the Director of Planning and Community Development Department to execute a new Neighborhood Stabilization Program contract with Housing Authority of the County of Stanislaus for use of Program Income.
10. Authorize the Auditor-Controller to make the necessary budget adjustments per the legal budget journal.

DISCUSSION:

This is a request to close the 30-day public comment period and consider : 1) Approval of the Fiscal Year 2010-2011 Annual Action Plan (AAP), 2) an amendment to the Fiscal Year 2007-2012 Consolidated Plan (CP) to incorporate Stanislaus County as the Consortium

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administrator for a new Home Investment Partnerships Program (HOME), and 3) an amendment to the Fiscal Year 2008-2009 AAP to incorporate a new activity within the Neighborhood Stabilization Program (NSP) and expand target areas within the NSP. In addition to the amendment to incorporate new activities and expand target areas, a new contract with the Housing Authority is needed to increase the compensation amounts relating to the use of Program income and to allow the Housing Authority to maintain and oversee the rental of NSP purchased properties that will be retained as affordable rental units.

Federal regulations require a public comment period prior to local approval or amendment of an AAP or CP. The Board of Supervisors opened a 30-day public comment period on March 16, 2010. The following discussion provides an overview of the actions to be considered as part of this item:

Fiscal Year 2010-2011 Annual Action Plan (AAP)

Stanislaus County is part of a six-member Community Development Block Grant (CDBG)/Emergency Shelter Grant (ESG) Consortium (hereinafter referred to as the "Consortium") that includes the cities of Ceres, Newman, Oakdale, Patterson, and Waterford. In Fiscal Year 2010-2011, the Consortium will be entering its ninth year as Entitlement Jurisdiction for CDBG funds and the seventh year as a recipient of ESG funds. There are three specific goals of the Federal CDBG/ESG programs. They are to:

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

The Fiscal Year 2010-2011 AAP has been developed to assist the six participating jurisdictions achieve the above program goals (See Attachment "1" – Fiscal Year 2010-2011 AAP). CDBG and ESG program funds are designed to serve those at or below 80% of the Area Median Income (AMI). The current 100% AMI in Stanislaus County for one person is \$41,700 and a family of four is \$59,600. 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.

According to the Federal Housing and Urban Development (HUD) Department, Stanislaus County Consortium's CDBG & ESG combined allocation for Fiscal Year 2010-2011 is:

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• CDBG	\$2,691,538
• ESG	\$ 109,464
TOTAL	\$2,801,002

The March 2010 Board report for the setting of this public hearing identified the combined allocation as \$2,601,386. The revised allocation amount has been provided by HUD and reflects full Federal funding of the CDGB & ESG programs. The recommended Consortium allocations are as follows:

**TABLE ONE
CDBG AND ESG ALLOCATIONS**

Consortium Member	Activities	Administration	Total
Ceres	\$275,003	\$21,532	\$296,535
Newman	\$204,694	\$21,532	\$226,226
Oakdale	\$236,916	\$21,532	\$258,448
Patterson	\$249,395	\$21,532	\$270,927
Waterford	\$197,151	\$21,532	\$218,683
County	\$699,760	\$376,815	\$1,076,575
Public Services	\$269,154		\$269,154
Economic Development	\$20,000		\$20,000
Workforce Development	\$20,000		\$20,000
Fair Housing	\$34,990		\$34,990
ESG	\$103,991	\$5,473	\$109,464
Total	\$2,311,054	\$489,948	\$2,801,002

In addition to the CDBG and ESG allocations, the Consortium will receive funds from the

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Home Investment Partnership Program (HOME). A discussion on HOME funds and the allocating of HOME funds is provided later in this report.

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

During Fiscal Year 2010-2011 Stanislaus County will continue construction work of the Empire Storm Drainage Infrastructure Project which consists of the installation of curb, gutters, handicap returns, associated replacement of street sections damaged by improvements, and a self-contained French drain system.

A complete list of proposed infrastructure projects can be found in the Fiscal Year 2010-2011 Annual Action Plan, pages 43-49 (Attachment 1).

Further, CDBG and ESG funds allow for opportunities for the Consortium to fund non-profit organizations that provide a public service. In accordance with HUD regulations, approximately ten percent of the total CDBG allocation, \$269,154 for Fiscal Year 2010-2011, has been set-aside for this purpose. As part of this funding cycle, a team consisting of a representative from each respective Consortium City, County Chief Executive Office, and County Behavioral Health and Recovery Services received and reviewed thirty-five (35) CDBG and eight (8) ESG competitive applications for funds. Of those, the following organizations are recommended for funding under each respective program:

Emergency Shelter Grant (ESG):

Catholic Charities
Children's Crisis Center *
Community Housing & Shelter Services

Inter-Faith Ministries
Salvation Army *
We Care Program

* Organizations recommended for more than one ESG award. Specific listing and program descriptions may be found in the FY 2010-2011 Annual Action Plan, pages 39-41 (Attachment 1).

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Community Development Block Grant (CDBG):

American Red Cross	National Alliance on Mental Illness
Catholic Charities	Salvation Army
Children's Crisis Center *	Second Harvest Food Bank
Center for Human Services *	The ARC of Stanislaus
Community Housing & Shelter Services	United Samaritans Foundation
Healthy Aging	We Care Program
Healthy Start	Westside Food Pantry
Habitat for Humanity	

- * Organizations recommended for more than one CDBG award. Specific listing and program descriptions may be found in the FY 2010-2011 Annual Action Plan, pages 50-55 (Attachment 1).

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

Each year, Stanislaus County offers workforce development training utilizing CDBG funds in partnership with Computer Tutor. This program, Workforce Development Targeted Technology Training (T3), offers computer literacy training to participating Consortium residents that enhance their computer literacy skills and gives them a competitive edge in finding a job and/or progressing within the employment field. In Fiscal Year 2010-2011, the Consortium's T3 partnerships will include the County unincorporated areas and the cities of Newman, Oakdale, and Patterson with expansion into the City of Waterford.

In Fiscal Year 2010-2011, Stanislaus County will undertake a pilot program designed to provide economic development opportunities for eligible individuals that have participated in the T3 Program. This pilot program will be designed as a second step in the Consortium's T3 Program by seeking to provide entrepreneurial opportunities to qualified individuals, through a partnership with the Stanislaus County Alliance Worknet, the T3 Program, and a local non-profit organization. This program will place the eligible participant in the non-profit organization to assist them in developing the necessary knowledge and skills to start a micro enterprise business.

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

Based on the outcome of the Board's actions on this item, final revisions to the AAP will be made before it is submitted to HUD. Those revisions include providing an overview of the public comments received by the Board of Supervisors during the public hearing for this item. A citizen's comment summary is provided as part of the AAP starting on page 16. The summary includes several verbal comments received by staff at various community meetings; including Municipal Advisory Board and City Council meetings. To date only one written comment has been received and it has been included as an attachment to the AAP starting on page 171. The written comment was provided by Parklawn Neighbors United, a group of residences wanting to see wastewater infrastructure and sidewalks for the community of Parklawn. The written comment includes signatures from a number of the community residents, however the outline of the community borders referenced in the comment has not been provided.

Fiscal Year 2007-2012 Consolidated Plan Amendment: Home Investment Partnerships Program (HOME)

Since 1992, Stanislaus County has been a member of the City of Turlock and Stanislaus County Home Investment Partnerships Program (HOME) Consortium (hereinafter referred to as the "HOME Consortium"). In addition to Stanislaus County and the City of Turlock, the HOME Consortium includes all the Consortium partnering cities. HOME program funds are used by localities to provide the following activities:

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

On March 1, 2010, the City of Turlock notified HUD and Stanislaus County of its intent to withdraw from the HOME Consortium in 2013. Once the City of Turlock withdraws from the

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HOME Consortium, Stanislaus County may be obligated to become the new administrator of the HOME Program. As administrator of the HOME Program, Stanislaus County would assume overall responsibility for administration of HOME funds.

Currently, the City of Turlock contracts independently with the County and each of the participating cities. However, starting Fiscal Year 2010-2011 Stanislaus County will be the only member with a direct contract with the City of Turlock. Each of the participating Consortium Cities will have sub-agreements with Stanislaus County. This change reflects HUD's recognition of Stanislaus County as the administrator of HOME activities for all participating Consortium partnering cities (Ceres, Newman, Oakdale, Patterson, and Waterford).

The HOME program is currently not recognized in the Consortium's Consolidated Plan (CP) or past Annual Action Plans. In order to reflect the County's role as administrator of HOME funds for all participating Consortium Cities, an amendment to the Consortium's Fiscal Year 2007-2012 CP is being conducted to incorporate the HOME program into the Consortium's goals, and comply with HUD regulatory requirements.

The Fiscal Year 2010-2011 allocation, as determined by HUD, to the HOME Consortium is \$1,535,537. The City of Turlock portion is estimated to be \$410,910, with the remaining \$1,124,627 being distributed to the remaining Consortium members. The Consortium's recommendation for distribution of HOME funds is illustrated below.

**TABLE TWO
ESTIMATED HOME ALLOCATION**

Consortium Member	Activities	Administration	Total
Ceres	\$147,786	\$11,246	\$159,032
Newman	\$110,001	\$11,246	\$121,247
Oakdale	\$127,317	\$11,246	\$138,563
Patterson	\$134,023	\$11,246	\$145,269
Waterford	\$105,947	\$11,246	\$117,193
County	\$387,091	\$56,232	\$443,323

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Consortium Sub-Total	\$1,012,165	\$112,462	\$1,124,627
Turlock	\$369,819	\$41,091	\$410,910
Total	\$1,381,984	\$153,553	\$1,535,537

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

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

To address rental housing and homelessness through the HOME program, the Consortium will partner with agencies such as the Housing Authority of Stanislaus County, Inter-Faith Ministries, and Community Housing and Shelter Services to assist families and individuals that fall within the very low and low income household brackets that wish to transition from Section 8 or public housing rental assistance to a position of homeownership through collaboration with the Housing Authority's Family Self-Sufficiency Program.

Fiscal Year 2008-2009 Annual Action Plan (AAP) Amendment: Neighborhood Stabilization Program

In 2009, HUD awarded the Consortium \$9,744,482 under the Neighborhood Stabilization Program (NSP), funded by the Housing and Economic Recovery Act of 2008 (HERA), for the acquisition of foreclosed housing units and rehabilitation/reconstruction of such units, as necessary, with the objective to stabilize neighborhoods and stem the decline of house values of neighboring homes. HUD designated these funds to the Consortium under the Fiscal Year 2008-2009 AAP. Therefore, the Consortium locally incorporated the NSP program into its Fiscal Year 2008-2009 AAP and adopted acquisition and rehabilitation/reconstruction as eligible activities.

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A component of the NSP program is to coordinate with our contractor, the Housing Authority of Stanislaus County, to acquire and rehabilitate units into a move in ready condition and make them available to First Time Home Buyers (FTHB) for purchase. At the conclusion of all of these FTHB purchases, the Program Income (PI) generated will be up to a maximum of \$7,000,000. An eligible use of NSP PI funds, which was not originally adopted as part of NSP, is the provision of down payment assistance loans to eligible FTHB households at or below 120% of the Area Median Income (AMI). The current 120% AMI in Stanislaus County for one person is \$50,050 and \$71,500 for family of four. With the proposed amendment, the Consortium is seeking to use up to 25% of the PI (approximately \$1,750,000) for the purpose of providing down payment assistance loans to eligible households. This activity will help approximately 44 families Consortium-wide.

As currently adopted, NSP target areas include the neighborhoods within the unincorporated communities of Airport Neighborhood, Empire, Keyes, Salida, South Modesto, West Modesto, and specific neighborhoods with the jurisdictions of the participating Consortium Cities (Ceres, Newman, Oakdale, Patterson, and Waterford). With the proposed amendment, the Consortium also seeks to incorporate acquisition and rehabilitation/reconstruction activities within expanded target areas that include: Denair, Hickman, Stanislaus-Ceres Redevelopment Commission (SCRC) area, Crows Landing, Grayson, and Westley. Additionally, the Consortium Cities wish to incorporate their entire city jurisdiction as eligible target areas.

In addition to the amendment to incorporate new activities and expand target areas, a new contract with the Housing Authority is needed to increase the compensation amounts relating to the use of PI and to allow the Housing Authority to maintain and oversee the rental of NSP purchased properties that will be retained as affordable rental units. The original contract with the housing authority addresses only the compensation relating to the original NSP award and does not address maintenance and oversight of rental units. This new contract is needed regardless of the amendment to the AAP-NSP amendment discussed above. The proposed new contract is written to work in conjunction with the existing contract and will serve the life of the NPS program. (See Attachment "4" – Draft Contract) The original NSP award must be used by October 1, 2010; however PI funds may be used until April 1, 2014.

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POLICY ISSUES:

The Board should determine if the items being considered further the goals of: 1) a safe community, 2) a healthy community, 3) effective partnerships, 4) a well-planned infrastructure system, and 5) efficient delivery of public services.

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

STAFFING IMPACT:

Stanislaus County is ultimately responsible for the administration of all Consortium funds and HOME funds allocated to the Consortium. Stanislaus County Planning and Community Development Department staff is responsible for monitoring the program files of each partnering Consortium city and organization/agency receiving funds. County staff also assists Consortium Cities in the development of eligible projects and programs to ensure that they meet or exceed regulatory guidelines.

CONTACT PERSON:

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

ATTACHMENTS:

1:	Fiscal Year 2010-2011 Annual Action Plan
2:	Fiscal Year 2007-2012 Consolidated Plan Amendment
3:	Fiscal Year 2008-2009 Annual Action Plan Neighborhood Stabilization Program Amendment
4:	Draft NSP Contract with Scope of Work
5:	Legal Budget Journal
6:	Application for Federal Assistance SF-424

COOPERATION AGREEMENT

THIS AGREEMENT, entered into this 20th day of MAY, 2010, by and between the CITY OF WATERFORD, hereinafter referred to as "City" and COUNTY OF STANISLAUS, hereinafter referred to as "County."

WITNESSETH

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

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The parties hereto agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, pursuant to the Housing and Community Development Act of 1974, as amended, hereafter, HCDA and the HOME INVESTMENT Partnerships Act, as amended. This agreement shall become effective October 1, 2011, and be in effect until terminated, but termination may not occur before September 30, 2014. This agreement shall remain in effect until the Community Development Block Grant and HOME Investment Partnerships Program funds received for federal fiscal years 2011, 2012, and 2013 and any related program income received with respect to these activities are completed.
2. Upon certification of Stanislaus County, and all of the participating incorporated cities, as an "urban county" for federal fiscal years 2011, 2012, and 2013, under the HCDA and applicable rules and regulations adopted pursuant thereto, a Policy Committee shall be formed consisting of one (1) representative designated by the

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

Upon completion of the Policy Committee's deliberations, the proposed budget and other relevant documentation shall be submitted to the Stanislaus County Board of Supervisors for approval.

3. After deduction of administrative expenses (not to exceed 20%), all of the net Community Development Block Grant 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, with the provision that the extent of poverty be counted twice. 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 Community Development Block Grant documentation is found to be 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.

After deduction of administrative expenses, all of the net HOME Investment Partnerships Program monies allocated annually to the County of Stanislaus as an "urban county" under the HCDA, shall be allocated for housing purposes on a countywide basis. Distribution of such funds will be made by the Board of Supervisors, upon recommendation of the Policy Committee. Distributions will be consistent with HUD guidelines and the evaluation criteria developed by participating cities and the county.

4. City may terminate its participation in this Cooperation Agreement and membership on the Committees by a single majority vote of its governing body. Such termination shall take effect only at the end of the federal three-year urban county qualification period in which the action is taken. The next such qualification period will end September 30, 2013. Subsequent urban county qualification periods will end

September 30 on every third year following that date. However, City may void this Cooperation Agreement by written notice received by the Director of the Stanislaus County Planning and Community Development Agency, 1010 10th Street, Suite 3400, Modesto, California 95354, prior to the completion of urban county qualification process for federal fiscal years 2011, 2012 and 2013, if City is advised by HUD that City is eligible to be designated as a metropolitan city entitled to Community Development Block Grant 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, 2010 (or later date if approved in writing by HUD) under the circumstances listed in the previous sentence, City must remain a part of the urban county for the entire three-year urban county qualification period.

5. Public housing that requires voter approval shall not be approved until it receives approval of the voters.
6. Under this Agreement, the County shall be the primary general-purpose local governmental unit pursuant to the HCDA. The County shall apply for grants, administer all funds received, and undertake or assist in undertaking essential community development and housing assistance activities. Based on recommendations made by the Policy Committee, the County shall have the authority to carry out activities which will be funded from annual Community Development Block Grants and from HOME Investment Partnerships Program funds received for federal fiscal years 2011, 2012, and 2013 and any related program income generated. Records shall be kept by County in accordance with approved accounting procedures, and said records shall be available for public inspection at all times.
7. County and all participating cities shall take all actions necessary to assure compliance with the urban county's certification required by Section 104 (b) of Title I of the HCDA, including the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the HCD, as amended. Use of urban county funds for activities, in or in support of, any participating city that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification shall be prohibited. Pursuant to 24 CFR 570.501(b), City is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement described in 24 CFR 570.503.
8. City shall report to County any income generated by the expenditure of Community Development Block Grant funds and HOME Investment Partnership Program funds. Such program income may be retained by City to be used for CDBG or HOME 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.

9. The following standards shall apply to real property acquired or improved in whole or in part using Community Development Block Grant 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 Community Development Block Grant or HOME) of property acquired or improved with Community Development Block Grant funds that is sold or transferred for a use which does not qualify under the Community Development Block Grant 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 Community Development Block Grant requirements as may then apply.
10. The parties hereto agree that the final responsibility for analyzing needs, setting objectives, developing plans, selecting projects for community development and housing assistance, selecting Community Block Grant and HOME activities, and filing the Consolidated Plan and other required by the HCDA is Stanislaus County Board of Supervisors.
11. By executing this Community Development Block Grant Program Cooperation Agreement, City understands that it may not apply for grants under the Small Cities or State Community development Block Grant Programs from appropriation for fiscal years during the period in which it participates in the County's Urban County Community Development Block Grant Program; that it may participate in a HOME Program only through the urban county; and that it may not participate in a HOME consortium with other local governments except through the urban county, regardless of whether the urban county receives a HOME formula allocation.
12. The cooperating unit of general local government has adopted and is enforcing:
 - a.. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of

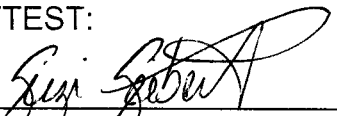
such non-violent civil rights demonstrations within its jurisdiction. The phrase "cooperating unit of general local government" has the same meaning in this Cooperation Agreement as it does in HUD Notice #CPD 07-03.

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


COUNTY OF STANISLAUS

By: 
Jeff Grover
Chairman of the Board of Supervisors

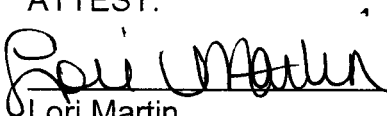
ATTEST:


Suzi Seibert
Deputy Clerk of the Board

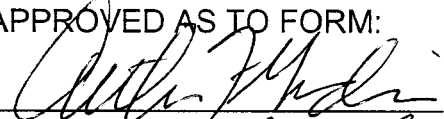
CITY OF WATERFORD

By: 
Chuck Deschenes
City Manager

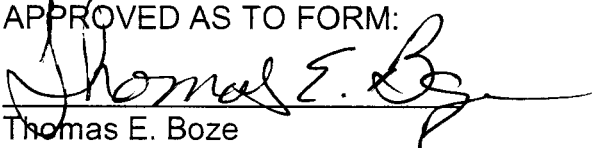
ATTEST:


Lori Martin
City Clerk

APPROVED AS TO FORM:


~~Gerbert Browning~~ ARTHUR GOODWIN
~~City Attorney~~ DEPUTY

APPROVED AS TO FORM:


Thomas E. Boze
Deputy County Counsel

COOPERATION AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2010, by and between the CITY OF PATTERSON, hereinafter referred to as "City" and COUNTY OF STANISLAUS, hereinafter referred to as "County."

WITNESSETH

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

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The parties hereto agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, pursuant to the Housing and Community Development Act of 1974, as amended, hereafter, HCDA and the HOME INVESTMENT Partnerships Act, as amended. This agreement shall become effective October 1, 2011, and be in effect until terminated, but termination may not occur before September 30, 2014. This agreement shall remain in effect until the Community Development Block Grant and HOME Investment Partnerships Program funds received for federal fiscal years 2011, 2012, and 2013 and any related program income received with respect to these activities are completed.
2. Upon certification of Stanislaus County, and all of the participating incorporated cities, as an "urban county" for federal fiscal years 2011, 2012, and 2013, under the HCDA and applicable rules and regulations adopted pursuant thereto, a Policy Committee shall be formed consisting of one (1) representative designated by the

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

Upon completion of the Policy Committee's deliberations, the proposed budget and other relevant documentation shall be submitted to the Stanislaus County Board of Supervisors for approval.

3. After deduction of administrative expenses (not to exceed 20%), all of the net Community Development Block Grant 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, with the provision that the extent of poverty be counted twice. 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 Community Development Block Grant documentation is found to be 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.

After deduction of administrative expenses, all of the net HOME Investment Partnerships Program monies allocated annually to the County of Stanislaus as an "urban county" under the HCDA, shall be allocated for housing purposes on a countywide basis. Distribution of such funds will be made by the Board of Supervisors, upon recommendation of the Policy Committee. Distributions will be consistent with HUD guidelines and the evaluation criteria developed by participating cities and the county.

4. City may terminate its participation in this Cooperation Agreement and membership on the Committees by a single majority vote of its governing body. Such termination shall take effect only at the end of the federal three-year urban county qualification period in which the action is taken. The next such qualification period will end September 30, 2013. Subsequent urban county qualification periods will end

September 30 on every third year following that date. However, City may void this Cooperation Agreement by written notice received by the Director of the Stanislaus County Planning and Community Development Agency, 1010 10th Street, Suite 3400, Modesto, California 95354, prior to the completion of urban county qualification process for federal fiscal years 2011, 2012 and 2013, if City is advised by HUD that City is eligible to be designated as a metropolitan city entitled to Community Development Block Grant 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, 2010 (or later date if approved in writing by HUD) under the circumstances listed in the previous sentence, City must remain a part of the urban county for the entire three-year urban county qualification period.

5. Public housing that requires voter approval shall not be approved until it receives approval of the voters.
6. Under this Agreement, the County shall be the primary general-purpose local governmental unit pursuant to the HCDA. The County shall apply for grants, administer all funds received, and undertake or assist in undertaking essential community development and housing assistance activities. Based on recommendations made by the Policy Committee, the County shall have the authority to carry out activities which will be funded from annual Community Development Block Grants and from HOME Investment Partnerships Program funds received for federal fiscal years 2011, 2012, and 2013 and any related program income generated. Records shall be kept by County in accordance with approved accounting procedures, and said records shall be available for public inspection at all times.
7. County and all participating cities shall take all actions necessary to assure compliance with the urban county's certification required by Section 104 (b) of Title I of the HCDA, including the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the HCD, as amended. Use of urban county funds for activities, in or in support of, any participating city that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification shall be prohibited. Pursuant to 24 CFR 570.501(b), City is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement described in 24 CFR 570.503.
8. City shall report to County any income generated by the expenditure of Community Development Block Grant funds and HOME Investment Partnership Program funds. Such program income may be retained by City to be used for CDBG or HOME 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.

9. The following standards shall apply to real property acquired or improved in whole or in part using Community Development Block Grant 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 Community Development Block Grant or HOME) of property acquired or improved with Community Development Block Grant funds that is sold or transferred for a use which does not qualify under the Community Development Block Grant 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 Community Development Block Grant requirements as may then apply.
10. The parties hereto agree that the final responsibility for analyzing needs, setting objectives, developing plans, selecting projects for community development and housing assistance, selecting Community Block Grant and HOME activities, and filing the Consolidated Plan and other required by the HCDA is Stanislaus County Board of Supervisors.
11. By executing this Community Development Block Grant Program Cooperation Agreement, City understands that it may not apply for grants under the Small Cities or State Community development Block Grant Programs from appropriation for fiscal years during the period in which it participates in the County's Urban County Community Development Block Grant Program; that it may participate in a HOME Program only through the urban county; and that it may not participate in a HOME consortium with other local governments except through the urban county, regardless of whether the urban county receives a HOME formula allocation.
12. The cooperating unit of general local government has adopted and is enforcing:
 - a.. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of


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

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


COUNTY OF STANISLAUS

By: 
Jeff Grover
Chairman of the Board of Supervisors

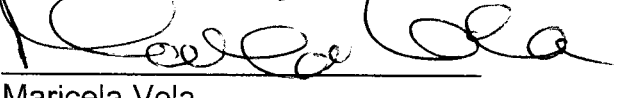
ATTEST:


Suzi Seibert
Deputy Clerk of the Board

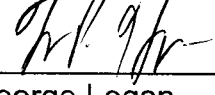
CITY OF PATTERSON

By: 
~~Cleve Morris~~ Bryan Whitemyer
~~City Manager~~ Acting City Manager

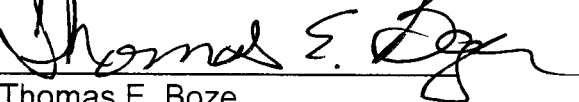
ATTEST:


Maricela Vela
City Clerk

APPROVED AS TO FORM:


~~George Logan~~ Tom Hallinan
~~City Attorney~~ Interim City Attorney

APPROVED AS TO FORM:


Thomas E. Boze
Deputy County Counsel

COOPERATION AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2010, by and between the CITY OF OAKDALE, hereinafter referred to as "City" and COUNTY OF STANISLAUS, hereinafter referred to as "County."

WITNESSETH

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

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The parties hereto agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, pursuant to the Housing and Community Development Act of 1974, as amended, hereafter, HCDA and the HOME INVESTMENT Partnerships Act, as amended. This agreement shall become effective October 1, 2011, and be in effect until terminated, but termination may not occur before September 30, 2014. This agreement shall remain in effect until the Community Development Block Grant and HOME Investment Partnerships Program funds received for federal fiscal years 2011, 2012, and 2013 and any related program income received with respect to these activities are completed.
2. Upon certification of Stanislaus County, and all of the participating incorporated cities, as an "urban county" for federal fiscal years 2011, 2012, and 2013, under the HCDA and applicable rules and regulations adopted pursuant thereto, a Policy Committee shall be formed consisting of one (1) representative designated by the

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

Upon completion of the Policy Committee's deliberations, the proposed budget and other relevant documentation shall be submitted to the Stanislaus County Board of Supervisors for approval.

3. After deduction of administrative expenses (not to exceed 20%), all of the net Community Development Block Grant 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, with the provision that the extent of poverty be counted twice. 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 Community Development Block Grant documentation is found to be 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.

After deduction of administrative expenses, all of the net HOME Investment Partnerships Program monies allocated annually to the County of Stanislaus as an "urban county" under the HCDA, shall be allocated for housing purposes on a countywide basis. Distribution of such funds will be made by the Board of Supervisors, upon recommendation of the Policy Committee. Distributions will be consistent with HUD guidelines and the evaluation criteria developed by participating cities and the county.

4. City may terminate its participation in this Cooperation Agreement and membership on the Committees by a single majority vote of its governing body. Such termination shall take effect only at the end of the federal three-year urban county qualification period in which the action is taken. The next such qualification period will end September 30, 2013. Subsequent urban county qualification periods will end

September 30 on every third year following that date. However, City may void this Cooperation Agreement by written notice received by the Director of the Stanislaus County Planning and Community Development Agency, 1010 10th Street, Suite 3400, Modesto, California 95354, prior to the completion of urban county qualification process for federal fiscal years 2011, 2012 and 2013, if City is advised by HUD that City is eligible to be designated as a metropolitan city entitled to Community Development Block Grant 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, 2010 (or later date if approved in writing by HUD) under the circumstances listed in the previous sentence, City must remain a part of the urban county for the entire three-year urban county qualification period.

5. Public housing that requires voter approval shall not be approved until it receives approval of the voters.
6. Under this Agreement, the County shall be the primary general-purpose local governmental unit pursuant to the HCDA. The County shall apply for grants, administer all funds received, and undertake or assist in undertaking essential community development and housing assistance activities. Based on recommendations made by the Policy Committee, the County shall have the authority to carry out activities which will be funded from annual Community Development Block Grants and from HOME Investment Partnerships Program funds received for federal fiscal years 2011, 2012, and 2013 and any related program income generated. Records shall be kept by County in accordance with approved accounting procedures, and said records shall be available for public inspection at all times.
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8. City shall report to County any income generated by the expenditure of Community Development Block Grant funds and HOME Investment Partnership Program funds. Such program income may be retained by City to be used for CDBG or HOME 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.

9. The following standards shall apply to real property acquired or improved in whole or in part using Community Development Block Grant 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 Community Development Block Grant or HOME) of property acquired or improved with Community Development Block Grant funds that is sold or transferred for a use which does not qualify under the Community Development Block Grant 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 Community Development Block Grant requirements as may then apply.
10. The parties hereto agree that the final responsibility for analyzing needs, setting objectives, developing plans, selecting projects for community development and housing assistance, selecting Community Block Grant and HOME activities, and filing the Consolidated Plan and other required by the HCDA is Stanislaus County Board of Supervisors.
11. By executing this Community Development Block Grant Program Cooperation Agreement, City understands that it may not apply for grants under the Small Cities or State Community development Block Grant Programs from appropriation for fiscal years during the period in which it participates in the County's Urban County Community Development Block Grant Program; that it may participate in a HOME Program only through the urban county; and that it may not participate in a HOME consortium with other local governments except through the urban county, regardless of whether the urban county receives a HOME formula allocation.
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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.

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

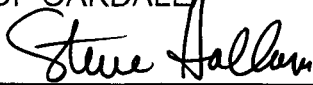
COUNTY OF STANISLAUS

By: 
Jeff Grover
Chairman of the Board of Supervisors

ATTEST:


Suzi Seibert
Deputy Clerk of the Board


CITY OF OAKDALE

By: 
Steve Hallam
City Manager

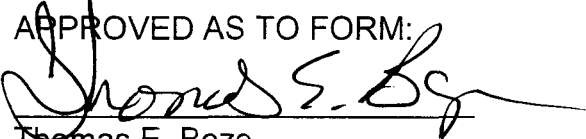
ATTEST:


Nancy Lilly
City Clerk

APPROVED AS TO FORM:


Tom Hallinan
City Attorney

APPROVED AS TO FORM:


Thomas E. Boze
Deputy County Counsel

COOPERATION AGREEMENT

THIS AGREEMENT, entered into this 25th day of MAY, 2010, by and between the CITY OF NEWMAN, hereinafter referred to as "City" and COUNTY OF STANISLAUS, hereinafter referred to as "County."

WITNESSETH

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

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The parties hereto agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, pursuant to the Housing and Community Development Act of 1974, as amended, hereafter, HCDA and the HOME INVESTMENT Partnerships Act, as amended. This agreement shall become effective October 1, 2011, and be in effect until terminated, but termination may not occur before September 30, 2014. This agreement shall remain in effect until the Community Development Block Grant and HOME Investment Partnerships Program funds received for federal fiscal years 2011, 2012, and 2013 and any related program income received with respect to these activities are completed.
2. Upon certification of Stanislaus County, and all of the participating incorporated cities, as an "urban county" for federal fiscal years 2011, 2012, and 2013, under the HCDA and applicable rules and regulations adopted pursuant thereto, a Policy Committee shall be formed consisting of one (1) representative designated by the

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

Upon completion of the Policy Committee's deliberations, the proposed budget and other relevant documentation shall be submitted to the Stanislaus County Board of Supervisors for approval.

3. After deduction of administrative expenses (not to exceed 20%), all of the net Community Development Block Grant 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, with the provision that the extent of poverty be counted twice. 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 Community Development Block Grant documentation is found to be 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.

After deduction of administrative expenses, all of the net HOME Investment Partnerships Program monies allocated annually to the County of Stanislaus as an "urban county" under the HCDA, shall be allocated for housing purposes on a countywide basis. Distribution of such funds will be made by the Board of Supervisors, upon recommendation of the Policy Committee. Distributions will be consistent with HUD guidelines and the evaluation criteria developed by participating cities and the county.

4. City may terminate its participation in this Cooperation Agreement and membership on the Committees by a single majority vote of its governing body. Such termination shall take effect only at the end of the federal three-year urban county qualification period in which the action is taken. The next such qualification period will end September 30, 2013. Subsequent urban county qualification periods will end

September 30 on every third year following that date. However, City may void this Cooperation Agreement by written notice received by the Director of the Stanislaus County Planning and Community Development Agency, 1010 10th Street, Suite 3400, Modesto, California 95354, prior to the completion of urban county qualification process for federal fiscal years 2011, 2012 and 2013, if City is advised by HUD that City is eligible to be designated as a metropolitan city entitled to Community Development Block Grant 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, 2010 (or later date if approved in writing by HUD) under the circumstances listed in the previous sentence, City must remain a part of the urban county for the entire three-year urban county qualification period.

5. Public housing that requires voter approval shall not be approved until it receives approval of the voters.
6. Under this Agreement, the County shall be the primary general-purpose local governmental unit pursuant to the HCDA. The County shall apply for grants, administer all funds received, and undertake or assist in undertaking essential community development and housing assistance activities. Based on recommendations made by the Policy Committee, the County shall have the authority to carry out activities which will be funded from annual Community Development Block Grants and from HOME Investment Partnerships Program funds received for federal fiscal years 2011, 2012, and 2013 and any related program income generated. Records shall be kept by County in accordance with approved accounting procedures, and said records shall be available for public inspection at all times.
7. County and all participating cities shall take all actions necessary to assure compliance with the urban county's certification required by Section 104 (b) of Title I of the HCDA, including the National Environmental Policy Act of 1969, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11988, the Fair Housing Act, Section 109 of Title I of the HCD, as amended. Use of urban county funds for activities, in or in support of, any participating city that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification shall be prohibited. Pursuant to 24 CFR 570.501(b), City is subject to the same requirements applicable to sub-recipients, including the requirement of a written agreement described in 24 CFR 570.503.
8. City shall report to County any income generated by the expenditure of Community Development Block Grant funds and HOME Investment Partnership Program funds. Such program income may be retained by City to be used for CDBG or HOME 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.

9. The following standards shall apply to real property acquired or improved in whole or in part using Community Development Block Grant 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 Community Development Block Grant or HOME) of property acquired or improved with Community Development Block Grant funds that is sold or transferred for a use which does not qualify under the Community Development Block Grant 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 Community Development Block Grant requirements as may then apply.
10. The parties hereto agree that the final responsibility for analyzing needs, setting objectives, developing plans, selecting projects for community development and housing assistance, selecting Community Block Grant and HOME activities, and filing the Consolidated Plan and other required by the HCDA is Stanislaus County Board of Supervisors.
11. By executing this Community Development Block Grant Program Cooperation Agreement, City understands that it may not apply for grants under the Small Cities or State Community development Block Grant Programs from appropriation for fiscal years during the period in which it participates in the County's Urban County Community Development Block Grant Program; that it may participate in a HOME Program only through the urban county; and that it may not participate in a HOME consortium with other local governments except through the urban county, regardless of whether the urban county receives a HOME formula allocation.
12. The cooperating unit of general local government has adopted and is enforcing:
 - a.. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of

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

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


COUNTY OF STANISLAUS

By: 
Jeff Grover
Chairman of the Board of Supervisors

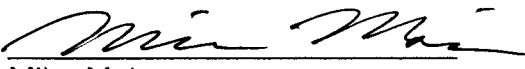
CITY OF NEWMAN

By: 
Michael Holland
City Manager

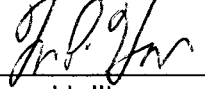
ATTEST:


Suzi Seibert
Deputy Clerk of the Board

ATTEST:


Mike Maier
Deputy City Clerk

APPROVED AS TO FORM:


Tom Hallinan
City Attorney

APPROVED AS TO FORM:


Thomas E. Boze
Deputy County Counsel

COOPERATION AGREEMENT

THIS AGREEMENT, entered into this 24th day of May, 2010, by and between the CITY OF CERES, hereinafter referred to as "City" and COUNTY OF STANISLAUS, hereinafter referred to as "County."

WITNESSETH

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

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

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

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

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. The parties hereto agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing, pursuant to the Housing and Community Development Act of 1974, as amended, hereafter, HCDA and the HOME INVESTMENT Partnerships Act, as amended. This agreement shall become effective October 1, 2011, and be in effect until terminated, but termination may not occur before September 30, 2014. This agreement shall remain in effect until the Community Development Block Grant and HOME Investment Partnerships Program funds received for federal fiscal years 2011, 2012, and 2013 and any related program income received with respect to these activities are completed.
2. Upon certification of Stanislaus County, and all of the participating incorporated cities, as an "urban county" for federal fiscal years 2011, 2012, and 2013, under the HCDA and applicable rules and regulations adopted pursuant thereto, a Policy Committee shall be formed consisting of one (1) representative designated by the

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

Upon completion of the Policy Committee's deliberations, the proposed budget and other relevant documentation shall be submitted to the Stanislaus County Board of Supervisors for approval.

3. After deduction of administrative expenses (not to exceed 20%), all of the net Community Development Block Grant 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, with the provision that the extent of poverty be counted twice. 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 Community Development Block Grant documentation is found to be 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.

After deduction of administrative expenses, all of the net HOME Investment Partnerships Program monies allocated annually to the County of Stanislaus as an "urban county" under the HCDA, shall be allocated for housing purposes on a countywide basis. Distribution of such funds will be made by the Board of Supervisors, upon recommendation of the Policy Committee. Distributions will be consistent with HUD guidelines and the evaluation criteria developed by participating cities and the county.

4. City may terminate its participation in this Cooperation Agreement and membership on the Committees by a single majority vote of its governing body. Such termination shall take effect only at the end of the federal three-year urban county qualification period in which the action is taken. The next such qualification period will end September 30, 2013. Subsequent urban county qualification periods will end

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11. By executing this Community Development Block Grant Program Cooperation Agreement, City understands that it may not apply for grants under the Small Cities or State Community development Block Grant Programs from appropriation for fiscal years during the period in which it participates in the County's Urban County Community Development Block Grant Program; that it may participate in a HOME Program only through the urban county; and that it may not participate in a HOME consortium with other local governments except through the urban county, regardless of whether the urban county receives a HOME formula allocation.
12. The cooperating unit of general local government has adopted and is enforcing:
 - a.. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of

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

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

COUNTY OF STANISLAUS

By: 
Jeff Grover
Chairman of the Board of Supervisors

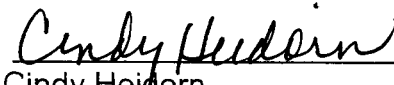
ATTEST:


Suzi Selbert
Deputy Clerk of the Board

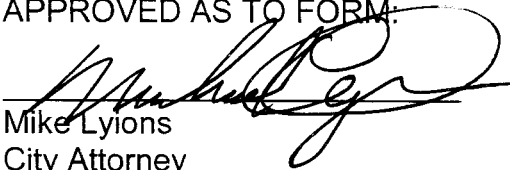
CITY OF CERES

By: 
Anthony Cannella Brad Kilger
City Manager

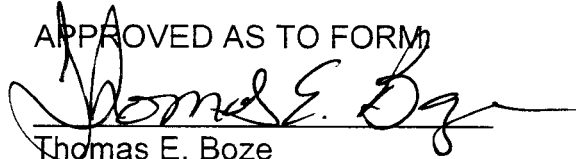
ATTEST:


Cindy Heidorn
City Clerk

APPROVED AS TO FORM:


Mike Lyons
City Attorney

APPROVED AS TO FORM


Thomas E. Boze
Deputy County Counsel

ALLOCATION AGREEMENT

This Allocation Agreement ("Agreement") is made by and between the County of Stanislaus (the "County") and the Cities of Ceres, Newman, Oakdale, Patterson and Waterford (the "City" individually or "Cities" collectively) on **July 1, 2010**.

Introduction

A. Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant ("CDBG") program for FY 2010-2011 in the amount **\$2,691,538** as an "Urban County" as set forth under Title I of the Housing and Community Development Act of 1974, and Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended by the Housing and Community Development Act of 1992; and

B. The parties desire that CDBG entitlement funds received by the County as an "urban county" be shared equitably among the parties; and

NOW, THEREFORE, each party agrees as follows:

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

Jurisdiction	Poverty & Population
Stanislaus County	\$699,760
Ceres	\$296,535
Newman	\$226,226
Oakdale	\$258,448
Patterson	\$270,927
Waterford	\$218,683

2. The County shall also receive an amount not to exceed twenty percent of the total FY 2009-2010 CDBG entitlement funds for general administrative services, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement.

3. An amount not to exceed ten percent of the total FY 2010-2011 CDBG entitlement funds shall be allocated for public services and related projects under the CDBG Public Service Grant Program.

4. An amount not to exceed \$ 34,990 shall be allocated for Consortium Fair Housing activities, and an amount not to exceed \$20,000 shall be allocated for Stanislaus County unincorporated areas Workforce Development related activities.

5. An amount not to exceed \$20,000 shall be allocated for Stanislaus County unincorporated areas Economic Development related activities.

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

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

8. Each party has the responsibility to ensure its activities comply with the grant program. No party, or any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other party under or in connection with any work delegated to that party under this Agreement. The parties further agree, pursuant to Government Code section 895.4,

that each party shall fully indemnify and hold harmless every other party and its agents, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such party under this Agreement.

8. Pursuant to Government Code section 6505, each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

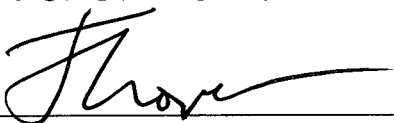
9. This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

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

– Signatures on following pages –

COUNTY OF STANISLAUS

By



Jeff Grover
Chairman of the Board of Supervisors

JUN 09 2010

Dated

ATTEST: Christine Ferraro-Tallman
Clerk of the Board of Supervisors
of the County of Stanislaus, State of California

By


Suzi Seibert
Deputy Clerk

APPROVED AS TO CONTENT:

Kirk Ford, Director

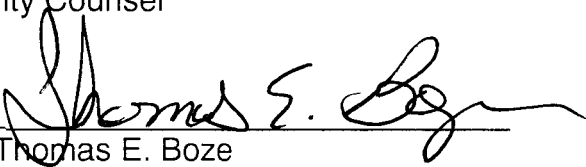
Planning and Community Development Department

By 
Angela Freitas
Deputy Director

APPROVED AS TO FORM:

John P. Doering

County Counsel

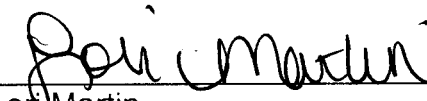
By 
Thomas E. Boze
Deputy County Counsel

CITY OF WATERFORD

By 
Charlie Goeken
Mayor

05/20/2010
Dated .

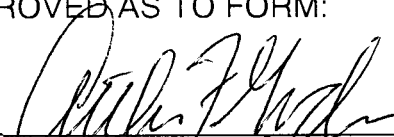
ATTEST:

By 
Lori Martin
City Clerk

APPROVED AS TO CONTENT:

By 
Chuck Deschenes
City Manager

APPROVED AS TO FORM:

By 
~~Corbett Browning~~ Arthur Godwin
City Attorney

Deputy

ALLOCATION AGREEMENT

This Allocation Agreement ("Agreement") is made by and between the County of Stanislaus (the "County") and the Cities of Ceres, Newman, Oakdale, Patterson and Waterford (the "City" individually or "Cities" collectively) on **July 1, 2010**.

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B. The parties desire that CDBG entitlement funds received by the County as an "urban county" be shared equitably among the parties; and

NOW, THEREFORE, each party agrees as follows:

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

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Stanislaus County	\$699,760
Ceres	\$296,535
Newman	\$226,226
Oakdale	\$258,448
Patterson	\$270,927
Waterford	\$218,683

2. The County shall also receive an amount not to exceed twenty percent of the total FY 2009-2010 CDBG entitlement funds for general administrative services, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement.

3. An amount not to exceed ten percent of the total FY 2010-2011 CDBG entitlement funds shall be allocated for public services and related projects under the CDBG Public Service Grant Program.

4. An amount not to exceed \$ 34,990 shall be allocated for Consortium Fair Housing activities, and an amount not to exceed \$20,000 shall be allocated for Stanislaus County unincorporated areas Workforce Development related activities.

5. An amount not to exceed \$20,000 shall be allocated for Stanislaus County unincorporated areas Economic Development related activities.

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

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8. Each party has the responsibility to ensure its activities comply with the grant program. No party, or any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other party under or in connection with any work delegated to that party under this Agreement. The parties further agree, pursuant to Government Code section 895.4,

that each party shall fully indemnify and hold harmless every other party and its agents, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such party under this Agreement.

8. Pursuant to Government Code section 6505, each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

9. This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

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

— Signatures on following pages —

COUNTY OF STANISLAUS

By




Jeff Grover
Chairman of the Board of Supervisors

JUN 09 2010

Dated

ATTEST: Christine Ferraro-Tallman
Clerk of the Board of Supervisors
of the County of Stanislaus, State of California

By



Suzi Seibert
Deputy Clerk

APPROVED AS TO CONTENT:

Kirk Ford, Director

Planning and Community Development Department

By



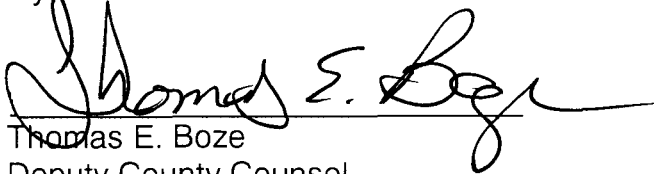
Angela Freitas
Deputy Director

APPROVED AS TO FORM:

John P. Doering

County Counsel

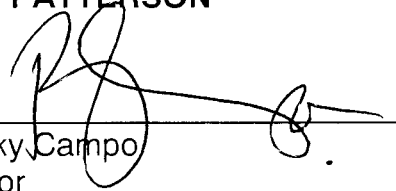
By



Thomas E. Boze
Deputy County Counsel

CITY OF PATTERSON

By



Becky Campo
Mayor

Dated

May 18, 2010


ATTEST:

By


Maricela Vela
City Clerk

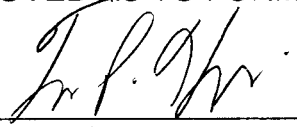
APPROVED AS TO CONTENT:

By


~~M. Cleve Morris~~ Bryan Whitemyer
~~City Manager~~ Acting City Manager

APPROVED AS TO FORM:

By


~~George Logan~~ Tom Hallinan
~~City Attorney~~ Interim City Attorney

ALLOCATION AGREEMENT

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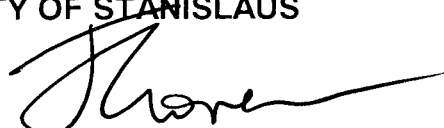
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— Signatures on following pages —

COUNTY OF STANISLAUS

By



Jeff Grover
Chairman of the Board of Supervisors

JUN 09 2010

Dated

ATTEST: Christine Ferraro-Tallman
Clerk of the Board of Supervisors
of the County of Stanislaus, State of California

By


Suzi Seibert
Deputy Clerk

APPROVED AS TO CONTENT:

Kirk Ford, Director

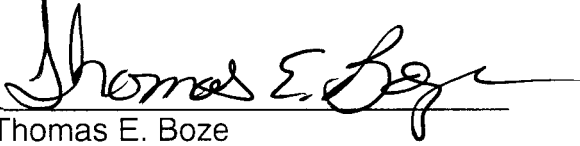
Planning and Community Development Department

By 
Angela Freitas
Deputy Director

APPROVED AS TO FORM:

John P. Doering

County Counsel

By 
Thomas E. Boze
Deputy County Counsel

CITY OF OAKDALE

By Farrell Jackson
Farrell Jackson
Mayor

5/25/10
Dated .

ATTEST:

By Nancy Lilly
Nancy Lilly
City Clerk

APPROVED AS TO CONTENT:

By Steve Hallam
Steve Hallam
City Manager

APPROVED AS TO FORM:

By Tom Hallinan
Tom Hallinan
City Attorney

ALLOCATION AGREEMENT

This Allocation Agreement ("Agreement") is made by and between the County of Stanislaus (the "County") and the Cities of Ceres, Newman, Oakdale, Patterson and Waterford (the "City" individually or "Cities" collectively) on **July 1, 2010**.

Introduction

A. Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant ("CDBG") program for FY 2010-2011 in the amount **\$2,691,538** as an "Urban County" as set forth under Title I of the Housing and Community Development Act of 1974, and Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended by the Housing and Community Development Act of 1992; and

B. The parties desire that CDBG entitlement funds received by the County as an "urban county" be shared equitably among the parties; and

NOW, THEREFORE, each party agrees as follows:

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

Jurisdiction	Poverty & Population
Stanislaus County	\$699,760
Ceres	\$296,535
Newman	\$226,226
Oakdale	\$258,448
Patterson	\$270,927
Waterford	\$218,683

2. The County shall also receive an amount not to exceed twenty percent of the total FY 2009-2010 CDBG entitlement funds for general administrative services, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement.

3. An amount not to exceed ten percent of the total FY 2010-2011 CDBG entitlement funds shall be allocated for public services and related projects under the CDBG Public Service Grant Program.

4. An amount not to exceed \$ 34,990 shall be allocated for Consortium Fair Housing activities, and an amount not to exceed \$20,000 shall be allocated for Stanislaus County unincorporated areas Workforce Development related activities.

5. An amount not to exceed \$20,000 shall be allocated for Stanislaus County unincorporated areas Economic Development related activities.

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

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

8. Each party has the responsibility to ensure its activities comply with the grant program. No party, or any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other party under or in connection with any work delegated to that party under this Agreement. The parties further agree, pursuant to Government Code section 895.4,

that each party shall fully indemnify and hold harmless every other party and its agents, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such party under this Agreement.

8. Pursuant to Government Code section 6505, each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

9. This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

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

– Signatures on following pages –

COUNTY OF STANISLAUS

By



Jeff Grover
Chairman of the Board of Supervisors

JUN 09 2010

Dated

ATTEST: Christine Ferraro-Tallman
Clerk of the Board of Supervisors
of the County of Stanislaus, State of California


By


Suzi Seibert
Deputy Clerk

APPROVED AS TO CONTENT:

Kirk Ford, Director

Planning and Community Development Department

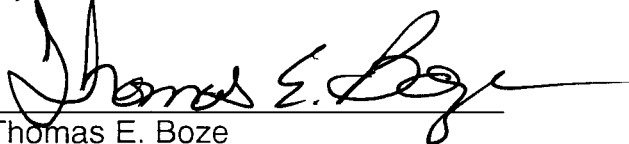
By 

Angela Freitas
Deputy Director

APPROVED AS TO FORM:

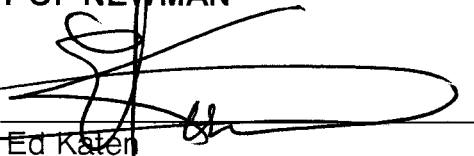
John P. Doering

County Counsel

By 


Thomas E. Boze
Deputy County Counsel

CITY OF NEWMAN


By 
Ed Katen
Mayor

Dated 5/25/10.

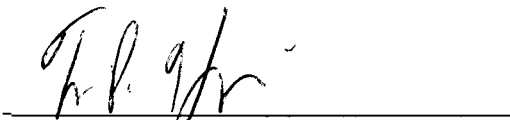
ATTEST:

By 
Mike Maier
Deputy City Clerk

APPROVED AS TO CONTENT:

By 
Michael E. Holland
City Manager

APPROVED AS TO FORM:

By 
Tom Hallinan
City Attorney

ALLOCATION AGREEMENT

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that each party shall fully indemnify and hold harmless every other party and its agents, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such party under this Agreement.

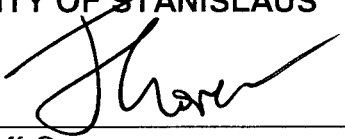
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9. This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

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

– Signatures on following pages –


COUNTY OF STANISLAUS

By 
Jeff Grover
Chairman of the Board of Supervisors

JUN 09 2010

Dated

ATTEST: Christine Ferraro-Tallman
Clerk of the Board of Supervisors
of the County of Stanislaus, State of California


By 
Suzi Seibert
Deputy Clerk

APPROVED AS TO CONTENT:

Kirk Ford, Director

Planning and Community Development Department

By



Angela Freitas

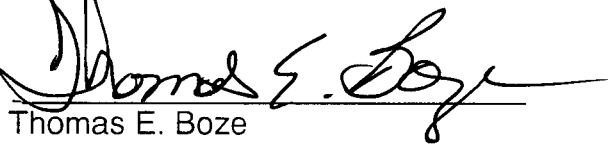
Deputy Director

APPROVED AS TO FORM:

John P. Doering

County Counsel

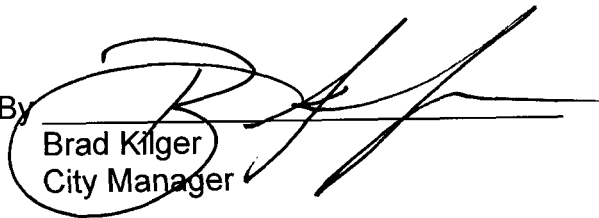
By



Thomas E. Boze

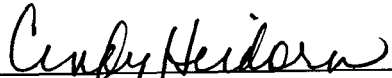
Deputy County Counsel

CITY OF CERES

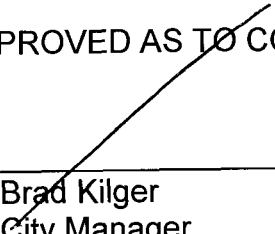
By 
Brad Kilger
City Manager

Dated 5/25/10

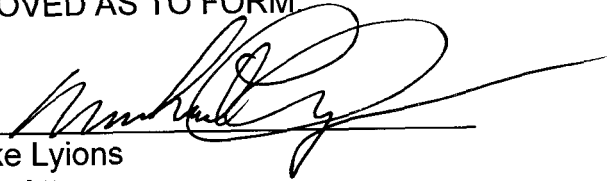
ATTEST:

By 
Cindy Heidorn
City Clerk

APPROVED AS TO CONTENT:

By 
Brad Kilger
City Manager

APPROVED AS TO FORM:

By 
Mike Lyons
City Attorney



BOARD OF SUPERVISORS
DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT

2010 SEP 14 PM 12:09

1010 10TH Street, Suite 3400, Modesto, CA 95354
Phone: 209.525.6330 Fax: 209.525.5911

DATE: September 9, 2010

TO: SUZI SEIBERT
CLERK OF THE BOS

FROM: ROXANNE HUBBS, SST
CDBG / RDA DIVISION
PLANNING & COMMUNITY DEVELOPMENT

RE: AGREEMENT FOR:
Stanislaus County / City of Turlock – HOME Sub-Recipient of HOME
Funds FY 10-11

BOS RESOLUTION #2010-249

Attached is the completely signed agreement for your records.

Thank you

**AGREEMENT DESIGNATING STANISLAUS COUNTY
AS A SUB-RECIPIENT OF HOME FUNDS
FISCAL YEAR 2010-2011**

THIS AGREEMENT is made and entered into this 22nd day of June 2010, by and between the **CITY OF TURLOCK**, hereafter called "CITY" and the **COUNTY OF STANISLAUS**, hereinafter called "COUNTY."

WITNESSETH:

WHEREAS, the CITY and COUNTY have entered into a Cooperative Agreement to form the City of Turlock/Stanislaus County HOME Consortium to qualify for HOME Investment Partnership Act funds, funded by the U.S. Department of Housing and Urban Development; and

WHEREAS, the CITY is the lead agency in the Consortium, designated by HUD as the HOME Participating Jurisdiction; and

WHEREAS, the CITY and COUNTY have determined that it is mutually beneficial to have CITY disburse HOME funds for HOME-eligible activities in COUNTY; and

WHEREAS, COUNTY must be designated a HOME Sub-recipient in order to directly execute contracts for HOME-funded activities;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Upon execution of this Agreement, COUNTY shall be designated as a HOME Sub-recipient for 2010-2011 fiscal year funds for the purpose of administering HOME-eligible activities in COUNTY, the funds for which shall be disbursed by the CITY. The maximum amount of fiscal year 2010-2011 HOME funds covered by this Agreement shall be Two Hundred Fifty-Three Thousand, Three Hundred Ninety and .23/100ths dollars (\$253,390.23) (\$237,267.09 program; \$16,123.14 administration). In the event that HUD reduces the HOME allocation to the Consortium, COUNTY's allocation will be reduced proportionately.
2. As a sub-recipient, COUNTY may contract with other entities to perform HOME-eligible activities. HOME eligible activities COUNTY desires to engage in must be approved by CITY in advance of any contract being executed. CITY approval will be evidenced by a project approval letter to COUNTY.
3. COUNTY agrees that any HOME-eligible activities funded through this Agreement shall be confirmed with a written contract that contains the provisions specified in 24 CFR Part 92.504. In addition, any contract made between COUNTY and another entity for the use of HOME funds pursuant to this Agreement shall comply with all applicable HOME regulations and shall be enforced by deed restriction. The form of the contract shall be approved by CITY in advance of its execution. A copy of all contracts for HOME-funded activities shall be sent to the CITY.
4. COUNTY agrees to abide by uniform administrative requirements stated in 24 CFR Part 92.505.
5. Any and all notices, writings, correspondences, etc., as required by this Agreement shall be directed to COUNTY and CITY as follows:

COUNTY

Kirk Ford
Planning and Community Development Director
1010 10th Street, Suite 2400
Modesto, CA 95354
Main (209) 525-6330

CITY

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

6. This Agreement shall be in effect until June 30, 2011, or until all fiscal year 2010-2011 HOME funds allocated to COUNTY are disbursed to COUNTY or for the duration of any regulatory agreement executed in conjunction with a project financed with fiscal year 2010-2011 HOME funds, whichever is longer.
7. CITY and COUNTY shall maintain, on a current basis, complete records, including, but not limited to, contracts, books of original entry, source documents supporting accounting transactions, eligibility and service records as may be applicable, a general ledger, personnel and payroll records, canceled checks and related documents and records to assure proper accounting of funds and performance of this contract in accordance with HOME regulations. To the extent permitted by law, CITY and COUNTY will also permit access to all books, accounts or records of any kind for purposes of audit or investigation, in order to ascertain compliance with the provisions of this contract. Records shall be maintained for a period of five years or in accordance with 24 CFR Part 92.508(c), whichever is longer.
8. CITY and COUNTY will cooperate in the preparation of, and will furnish any and all information required for reports to be prepared as may be required by HOME regulations including but not limited to the Consolidated Plan, the annual performance report and any quarterly reports required by CITY.
9. COUNTY agrees to defend, indemnify and hold harmless CITY 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 COUNTY in the performance of the scope of work except those arising by reason of the sole negligence of CITY, its officers, employees or agents.
10. CITY agrees to defend, indemnify and hold harmless COUNTY and its officers, employees and agents from any and all acts, claims, omissions, liabilities and losses by whomever asserted arising out of acts or omissions of CITY in the performance of the scope of work except those arising by reason of the sole negligence of COUNTY, its officers, employees or agents.
11. Loan repayments, interest or other return on COUNTY's investment of HOME funds disbursed through this contract shall be collected by COUNTY. The COUNTY may retain payments for future activities funded with HOME funds in accordance with HOME regulations.
12. COUNTY shall comply with all applicable laws, ordinances and codes of Federal, State and local governments, in the performance of this Agreement.
13. COUNTY agrees to comply with all requirements, which are now, or which may hereafter be imposed by HUD for the HOME Program, as well as such requirements as may be imposed by the Stanislaus County HOME Consortium.
14. COUNTY shall be responsible for conducting the environmental review of any housing assisted through this contract in compliance with the National Environmental Protection Act and 24 CFR

58. A copy of any such review shall be sent to the CITY for CITY's review, approval and formal acceptance.
15. COUNTY agrees that it will comply with the Americans with Disabilities Act and Title VII of the Civil Rights Acts of 1964, and that no person in the United States shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era veteran's status, political affiliation or any other non-merit factors be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available to CITY and COUNTY pursuant to this contract.
- a. Deny any services or other benefit provided under the program or activity;
 - b. Provide any service or other benefit which is different or is provided in a different form from that provided to others under the program or activity;
 - c. Subject to segregated or separate treatment in any facility in or in any manner or process related to receipt of any service or benefit under the program or activity;
 - d. Restrict in any way the enjoyment of any advantage or privilege enjoyed by other receiving any service or benefit under the program or activity;
 - e. Treat an individual differently from others in determining whether that individual satisfies any admission enrollment, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any services or other benefit provided under the program or activity; or
 - f. Deny an opportunity to participate in a program or activity as an employee.
16. To comply with the HOME regulation that funds be spent within 15 days of disbursement, COUNTY shall request reimbursement of incidental expenditures. In the case of a known large expense, COUNTY may request, in writing, from the CITY an advance of the necessary amount of the funds, which will be expended within the time allowed. The amount of each request shall be limited to the amount needed.
17. If COUNTY withdraws from the Consortium and it becomes a HOME Participating Jurisdiction, at COUNTY's request and with HUD approval CITY shall transfer to COUNTY any accounts receivable attributable to COUNTY's allocation of HOME funds, any COUNTY allocation of HOME funds, and any Program Income attributable to COUNTY's HOME allocation on hand at the time COUNTY withdraws from the Consortium. Along with this transfer, COUNTY shall assume all obligations and responsibilities attributable to such funds.
18. If COUNTY withdraws from the Consortium and does not become a HOME Participating Jurisdiction, CITY shall retain any accounts receivable attributable to COUNTY's allocation of HOME funds, any COUNTY allocation of HOME funds, and any Program Income attributable to COUNTY's HOME allocation on hand at the time COUNTY withdraws from the Consortium. CITY shall retain all obligations and responsibilities attributable to such funds.
19. As specified in 24 CFR Part 85.43 breach of this Agreement may result in the suspension or termination of COUNTY as a sub-recipient of HOME funds.
20. In conjunction with performance of this Agreement, COUNTY has been made cognizant of and

will comply with all applicable affirmative action anti-discrimination and equal opportunity guidelines and requirements of the federal, state or local government. COUNTY will use its best efforts to utilize minority and female enterprises and ensure that minority and female enterprises have equal opportunity to compete for subcontractor work under this contract.

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

CITY OF TURLOCK

By: Roy W. Wasden
Roy W. Wasden, City Manager

APPROVED AS TO FORM:

By: Phaedra A. Norton
Phaedra A. Norton, City Attorney

ATTEST:

By: Rhonda Greenlee
Rhonda Greenlee, MMC, City Clerk

COUNTY

By: Kirk Ford
Kirk Ford, Director of Planning and
Community Development

APPROVED AS TO FORM:

By: Thomas E. Boze
Tom Boze, Deputy County Council

CDBG ECONOMIC DEVELOPMENT AGREEMENT

This AGREEMENT is made and entered into by and between STANISLAUS COUNTY, State of California, as the implementer of the Community Development Block Grant Program (hereinafter referred to as "County") and the CHILDREN'S CRISIS CENTER (hereinafter referred to as "Organization") on May 26, 2011.

WITNESSETH

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

WHEREAS, pursuant to such grant and to the Board of Supervisors Board Resolution No. 2010-249, County is undertaking certain programs and services necessary for the planning, implementation, or execution of such a Community Development Program; and

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

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

1. SCOPE OF WORK.

1.1 **General Scope.** Organization shall train a low income person residing within Stanislaus County to carry out activities related to the Homeless Prevention and Rapid Re-Housing (HPRP) Program. The intent is to place participant into a permanent position within the Organization. Program is identified within the Annual Action Plan for Fiscal Year 2010-2011 as Stanislaus County's Economic Development Program. Program shall be pursuant to the provisions of Exhibit A "Project Summary" and Exhibit B "Project Budget" attached hereto and incorporated herein by reference.

1.2 **Term.** The services of Organization are to commence on May 31, 2011, and end on June 30, 2012, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Agreement. Time is of the essence of this Agreement.

2. COMPENSATION.

2.1 **Grant Amount Awarded.** Organization shall be paid a total consideration of \$20,000.00, for full performance of the services specified under this Agreement that are in conformity with the approved Exhibit A "Project Summary" and Exhibit B "Project Budget" which is attached to this Agreement and incorporated herein by reference.

2.2 **Quarterly Draws.** All requests for grant fund draws shall be drawn every two weeks. All complete draw requests must be received before June 30, 2012.

2.3 **Certification of Expenses.** In every case, draws will be dispersed to Organization subject to receipt of a Request for Funds "RFF" specifying and certifying that such expenses are in conformance with this Agreement, and that Organization is entitled to receive the amount requisitioned under the terms of this Agreement. Grant fund draw requests will be dispersed upon request provided: (1) The RFF is returned with an original authorized signature; (2) That all requests are accompanied with back-up documentation verifying all

requested expenses are specific to carrying out the grant scope; (3) That a Budget Amendment Form be completed and returned with an original authorized signature for any request for grant funds that varies from the attached Exhibit A "Project Summary" and Exhibit B "Project Budget". Budget Amendments shall be the same in amount to the originally approved grant budget and shall be requested prior to March 15, 2012, unless otherwise approved by County staff. Approval of the budget amendment will be evaluated based on the nature of the request in comparison to the grant scope.

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

3. **USE OF FUNDS.**

3.1 **General Use of Funds.** Use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 CFR Part 570 and other regulations governing the Block Grant Program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement. Further, any funded activity must be designed or so located as to principally benefit low/moderate income persons, aid in the prevention or elimination of slums or blight, or meet urgent community development needs, as defined in the program regulations.

3.2 **Compliance with Local Code.** Organization agrees to implement all activities supported with CDBG grant funds in compliance with all local codes and ordinances, including obtaining all necessary permits for such activities.

3.3 **General Eligibility.** Eligibility of program participants, including but not limited to income, citizenship and Consortium area residency, shall be evaluated and documented prior to CDBG program entry by Organization to determine if they meet the eligibility criteria established under 24 CFR 570.208.

3.4 **In-eligible Uses of Funds.** In the event that Organization is found to have expended grant funds for in-eligible activities, pursuant to 24 CFR 570.207 and OMB Circular No. A-122 "Cost Principals for Non-profit Organizations", such funds shall be returned to the County.

3.5 **Termination of Contract.** Pursuant to 24 CFR 85.43, suspension or termination of this agreement may occur if Organization materially fails to comply with any term of the grant agreement, or for convenience per 24 CFR 85.44.

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

3.6 **Reversion of Assets.** Upon grant expiration, or upon Organization becoming insolvent, Organization shall transfer to County any grant funds on hand at the time of expiration and any accounts receivable attributable to the use of said grant funds. Any real property under Organization's control that was acquired or improved in whole or in part with grant funds (including grant funds provided to Organization in the form of a loan) in excess of \$25,000 shall: (1) Be utilized in accordance with Section 3.1 General Use of Funds, of this agreement, until five years after expiration of the agreement; or (2) Not used in accordance with 3.1 of this agreement, in which event Organization shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG grant funds for the acquisition of, or improvement to, the property. No payment is required five years after the

expiration of this agreement. All returned grant funds or payments shall be treated by County as program income.

3.7 **Program Income.** Program income derived from the project, if any, shall revert to County for use in the Block Grant Program in accordance with 24 CFR 570.504(c).

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

4.1 **Quarterly Reports.** Organization agrees to submit quarterly program status reports to County, in conformance with the requirements of CDBG, including an estimate of the number of jobs created and/or retained by CDBG funds as well as any other information that is requested on the date of their monitoring appointment or by the deadline indicated within their monitoring letter.

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

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

4.4 **Data Required.** Organization shall maintain records documenting performance and attendance for each program participant.

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

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

4.7 **Audit Provision.** Organization agrees to provide to County, at Organization's cost, a certified audit performed by an accredited certified public accountant, of all funds received or utilized by Organization, including the distribution of any CDBG Grant Funds for Fiscal Year 2010-2011 to be delivered to County by December 30, 2011. Organization agrees to provide additional audits upon request.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS.

6.1 **General Uniform Administrative Requirements.** Organization shall comply with 24 CFR 570.502- Uniform Administrative Requirements and the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-profit Organizations".

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

6.3 **Allocable Grant Costs.** A cost is considered to be allocable if it: (1) Is incurred specifically for the award; (2) Benefits both the award and other work and can be distributed in reasonable proportion to the benefits received; or (3) Is necessary to the overall operation of the organization, although a direct relationship to any particular cost objective cannot be shown.

7. HOLD HARMLESS AND INDEMNITY AGREEMENT.

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

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

8. NON-DISCRIMINATION & EQUAL OPPORTUNITY

8.1 **Compliance with Fair Housing and Civil Rights Laws.** During the performance of this Agreement, Organization and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental handicap, medical condition (including genetic characteristics),

marital status, age, political affiliation or sex:

(1) Organization agrees to comply with all applicable fair housing, non-discrimination and civil rights requirements including all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation; (a) the County's nondiscrimination policy; (b) the California Fair Employment and Housing Act (California Government Code sections 12900 et seq.); (c) Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended; (d) California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; (e) Section 504 of the Rehabilitation Act of 1973; (f) Section of Title I of the Housing and Community Development Act of 1974; (g) Title II of the Americans with Disabilities Act of 1990; (h) Section 24 CFR 5.105 of the Code of Federal Regulations 24 CFR 5.105; (i) all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

(2) Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(3) Organization will, in all solicitations or advertisements for employees placed by or on behalf of Organization, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap, sexual orientation, ancestry, national origin, familial status, or any other basis prohibited by applicable law.

(4) If the procedures that the grantee intends to use to make known the availability of services are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for such services, then Organization must establish additional procedures that will ensure that such persons are made aware of the services.

8.2 Equal Participation of Religious Organizations. Under CDBG, religious organizations retain their independence from federal, state, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. If CDBG funds are to be used to acquire, construct, rehabilitate or renovate a structure which will be used for both grant eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program participant or prospective program participant on the basis of religion or religious belief.

8.3 Section 3 Compliance. Organization agrees to comply with the rules and regulations set forth under Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, and the HUD regulations issued pursuant thereto under 24 CFR Part 135. This act requires that, to the greatest extent feasible, opportunities for training and employment be directed to low and very-low income persons, particularly those recipients of government assistance for housing, and to business concerns that provide economic opportunities to low and very-low income persons. .

8.4 Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act of 1968. Organization shall comply with the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, et seq.), which insures that all federally funded facilities be designed, constructed, or altered to insure accessibility and use by disabled persons, and the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101, et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines.

8.5 **Labor Standards.** Organization shall comply with all applicable labor standards, as set forth in section 101(a) of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301, et seq.).

8.6 **Displacement, Relocation, Acquisition & Replacement of Housing.** Consistent with 24 CFR 570.606, Organization shall take all reasonable steps to minimize the displacement of all persons as a result of Project activities.

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

9. **CONFLICTS OF INTEREST.**

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

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

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

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

10. **DRUG-FREE WORK PLACE.**

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

11. LEAD BASED PAINT POISONING PREVENTION.

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

12. GENERAL TERMS AND CONDITIONS.

12.1 **Debarment, Suspension, and Other Responsibilities.** Contractor certifies and warrants that neither the Contractor firm nor any owner, partner, director, officer, or principal of Contractor, nor any person in a position with management responsibility or responsibility for the administration of funds: (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency; (2) has within the three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) is presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commissions of any of the offenses enumerated in paragraph "b" above; or (4) has within a three-year period preceding this Agreement, had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

12.2 **Other program requirements.** Organization agrees to carry out each activity in compliance with all Federal laws and regulations described in subpart K of 24 CFR 570, except that: (1) Organization does not assume County environmental responsibilities described within 24 CFR 570.604; and (2) Organization does not assume County responsibility for initiating the process of reviewing federal financial assistance programs under the provisions of 24 CFR 52.

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

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

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

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

12.7 **Integration.** This Agreement represents the entire understanding of County and Organization as to those matters contained herein and supersedes all prior negotiations, representations, or agreements, both written and oral. This Agreement may not be modified or altered except in accordance with section 12.2.

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

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

To Organization: Children's Crisis Center of Stanislaus County
Attn.: Colleen Garcia, Executive Director
P.O. Box 1062
Modesto, CA 95353

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

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

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

COUNTY OF STANISLAUS

By: 
Kirk Ford, Director
Planning and Community Development

"County"

CHILDREN'S CRISIS CENTER

By: 
Colleen Garcia
Executive Director

"Organization"

APPROVED AS TO FORM:

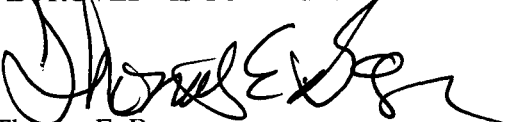

Thomas E. Boze
Deputy County Counsel



Exhibit A
Stanislaus County
Community Development Block Grant
(CDBG)
Public Service Grant
For Fiscal Year 2010-2011

A. Project Summary Page

A-1 Project Title: Economic Development

Amount Funded \$ 20,000

Total Project Cost \$

A-2 Agency: Children's Crisis Center

Agency Address: 133 Downey Ave. Modesto, CA 95354

Phone: 209-577-0138 Fax: 209-577-4337

Incorporated year: 1980

501(c) (3): ☒ **Yes** 501(c) (3) Tax ID number: 94-2686499

DUNS Number (9 digit No.): 052995354

A-3 Contact Name: Colleen Garcia Title: Executive Director

Contact Address (if different than above): P.O. Box 1062, Modesto, CA 95353

Contact e-mail address: garciac@childrenscrisiscenter.com

Contact Phone: (209) 577-0138 Fax: (209) 577-4337

A-4 Agency Type (check all that apply):

☒ **Non-Profit** ☐ For-Profit ☐ Government ☐ Faith-Based ☐ Institution of Higher Education

A-5 Number of unduplicated persons you anticipate serving for this project: 1

A-6 Summarized Project Description:

This Economic Development program will assist in the career development of one low-income person residing within Stanislaus County in the non-profit community service field. Specifically, this project will fund an internship throughout Fiscal Year 2010-2012 to work on the Homeless Prevention and Rapid Re-Housing Program, administered through the Stanislaus County Department of Planning and Community Development. The intern's tasks will include the performance of grant administrative tasks, client intake and screening, if appropriate case management, if appropriate. Intern has been screened through the Alliance Worknet's internship program and will have that internship extended through this CDBG Economic Development program. The ultimate goal is to place interns, successful at fulfilling their job duties, into permanent non-profit positions at the end of their internship time periods.



Exhibit B
Stanislaus County
Community Development Block Grant (CDBG)
Public Service Grant
FY 2010-2011

Organization: Children's Crisis Center

Project: Economic Development

Project No: CDBG-337

Date: 25-May-11

BUDGET AND PROGRAM OBJECTIVE :

Target number of unduplicated individuals is 1 for FY 2010-2012 - Ana Rivera, HPRP Intern

Budget Categories	Proposed Budget	County Approved Budget
PERSONNEL COSTS		
Salaries (See Exhibit C) \$	20,000.00	\$ 20,000.00
Fringe Benefits \$	0.00	\$ 0.00
Subtotal \$	20,000.00	\$ 20,000.00
NON-PERSONNEL COSTS		
Rent/Lease of Space (<i>project only</i>): \$	0.00	\$ 0.00
Janitorial: \$	0.00	\$ 0.00
Utilities: \$	0.00	\$ 0.00
Telephone/Internet Services: \$	0.00	\$ 0.00
Insurance (<i>specify Liability</i>): \$	0.00	\$ 0.00
Supplies (<i>office</i>): \$	0.00	\$ 0.00
Printing: \$	0.00	\$ 0.00
Rental/Maintenance Equipment: \$	0.00	\$ 0.00
Audit: \$	0.00	\$ 0.00
Automobile/Transportation/Mileage: \$	0.00	\$ 0.00
Staff Training/Conferences: \$	0.00	\$ 0.00
Professional Fees (<i>specify</i>): \$	0.00	\$ 0.00
Subtotal: \$	0.00	\$ 0.00
OTHER PROJECT COSTS		
Motel Vouchers \$	0.00	\$ 0.00
Licensing Comp: \$	0.00	\$ 0.00
Subtotal: \$	0.00	\$ 0.00
GRAND TOTAL: \$	20,000.00	\$ 20,000.00

[Signature]
 Agency Staff Signature

5-26-11
 Date

TO BE COMPLETED BY CDBG MONITORING STAFF:

CDBG Staff Recommendation: Approve or Deny (Circle one)

[Signature]
 Signature of Stanislaus County CDBG Official

5/26/2011
 Date:

Community Development Block Grant (CDBG)



PowerPoint
Presentation

Annual Action Plan 2010- 2011

Stanislaus County CDBG & HOME Consortium



U.S. Housing & Urban Development

CDBG Objectives:

- ✓ Directly benefit low and moderate income people.
- ✓ Prevent/eliminate slum and blight conditions.
- ✓ Meet a particular urgent community development need.

** CDBG funds must not be used to supplant existing state or federal funds .*

2010-2011 Annual Action Plan

- CDBG & ESG Funds
- 30 day public review
- 2 parts:
 - ✓ CDBG & ESG projects for upcoming fiscal year
 - ✓ Citizen Participation

FY 2010-11

Entitlement Allocation

CDBG	\$ 2,691,538
ESG	<u>\$ 109,464</u>
Total	\$ 2,801,002

FY 2010-11

Consortium Allocation Breakdown Estimate

CDBG Total Allocation -	\$ 2,691,538
County Administration -	<u>-\$ 376,815</u>
	\$ 2,314,723
Public Services Program -	-\$ 269,154
Fair Housing Activities-	-\$ 34,900
Econ. Devt./Work. Devt.-	<u>-\$ 40,000</u>
Consortium Project Balance-	\$ 1,970,669*

*Remaining \$1,970,669 will be distributed to the six participating jurisdictions based on Population and Poverty Criteria

FY 2010-11

Consortium Allocation Breakdown Estimate

HOME Total Allocation -	\$ 1,535,537
City of Turlock -	<u>-\$ 410,910</u>
Consortium Project Balance-	\$ 1,124,627*

*Remaining \$1,124,627 will be distributed to the six participating jurisdictions based on Population and Poverty Criteria

Consortium CDBG/HOME Fund Distribution

■ <u>Stanislaus County</u>	\$ 1,143,083
■ <u>City of Ceres</u>	\$ 455,567
■ <u>City of Newman</u>	\$ 347,473
■ <u>City of Oakdale</u>	\$ 397,011
■ <u>City of Patterson</u>	\$ 416,196
■ <u>City of Waterford</u>	\$ 335,876
■ TOTAL:	\$ 3,095,206

CDBG Public Service Recommendations

1.	<u>American Red Cross</u>	<u>\$ 17,000</u>
2.	<u>Catholic Charities</u>	<u>\$ 6,000</u>
3.	<u>Children's Crisis Center</u>	<u>\$ 70,104</u>
4.	<u>Center for Human Serv.</u>	<u>\$ 31,000</u>
5.	<u>CHSS</u>	<u>\$ 17,000</u>
6.	<u>Healthy Aging</u>	<u>\$ 15,000</u>
7.	<u>Healthy Start</u>	<u>\$ 14,000</u>
8.	<u>Habitat for Humanity</u>	<u>\$ 10,000</u>
9.	<u>NAMI</u>	<u>\$ 6,795</u>
10.	<u>Salvation Army</u>	<u>\$ 17,000</u>
11.	<u>Second Harvest</u>	<u>\$ 5,255</u>
12.	<u>The ARC</u>	<u>\$ 15,000</u>
13.	<u>United Samaritans</u>	<u>\$ 17,000</u>
14.	<u>We Care</u>	<u>\$ 14,000</u>
15.	<u>Westside F. Pantry</u>	<u>\$ 14,000</u>
TOTAL		\$269,154

Emergency Shelter Recommendations

1. Catholic Charities - Utility Assistance: \$ 6,250
2. Children's Crisis Center - Domestic Violence: \$ 35,800
3. CHSS - Homeless Prevention: \$ 26,589
4. Inter-Faith Ministries - Single Mothers: \$ 6,589
5. Salvation Army - Emergency Shelter: \$ 17,793
6. We Care – Emergency Cold Weather Shelter: \$ 10,969
7. Administration: \$ 5,473

Fiscal Year 2007-2012 Consolidated Plan Amendment

Home Investment Partnerships Program (HOME)

HOME Program

- Effective Fiscal Year 2010-2011, Stanislaus County will be the only Consortium member with a direct HOME contract with the City of Turlock.
- Stanislaus County will become the administrator of HOME activities for remaining Consortium Cities (Ceres, Newman, Oakdale, Patterson, and Waterford).
- The Consortium's FY 2007-2012 Consolidated Plan must be amended to incorporate the HOME Program.

HOME Program

- Consortium will continue using HOME funds to address housing needs identified in the Consolidated Plan through:
 - First Time Homebuyer Down Payment Assistance
 - Housing Rehabilitation Programs
 - Partnerships with affordable housing providers.

Fiscal Year 2008-2009 Annual Action Plan Amendment

Neighborhood Stabilization Program (NSP)

Neighborhood Stabilization Program

- Consortium NSP Update:
 - To date, a total of 61 housing units have been acquired in the Consortium Areas.
 - Approximately 72% of Award Expended through acquisition, rehabilitation, and activity delivery/administration.

NSP Amendment

(Amendment to FY 2008-2009 Action Plan)

1. Utilize NSP Program Income (PI) for the following eligible activities:
 - First Time Home-Buyer Down Payment Assistance
 - Incorporate acquisition and rehabilitation/ reconstruction within additional target areas (i.e. Denair, Hickman, SCRC, Crows Landing, Grayson, Westley, and entire Consortium City jurisdictions – Ceres, Newman, Oakdale, Patterson, and Waterford).
2. Utilizing PI will trigger the need to enter into a new contract with the County's contractor – Housing Authority.

Staff Recommendations

Take actions 1 - 10 as outlined in the Board of Supervisors Staff Report, which include but not limited to approval of the FY 2010-2011 Annual Action Plan, approval FY 2007-2012 Consolidated Plan Amendment, and Approval of the FY 2008-2009 Annual Action Plan Neighborhood Stabilization Program Amendment.



April 27, 2010

**FIRST AMENDMENT TO STANISLAUS COUNTY
STANDARD AGREEMENT
NEIGHBORHOOD STABILIZATION PROGRAM**

Reference is made to the County of Stanislaus Standard Agreement (the "Agreement") dated April 28, 2010 by and between the County of Stanislaus, hereinafter referred to as "County", and Housing Authority of the County of Stanislaus, hereinafter referred to as "Developer".

WHEREAS, the County has asked Developer to extend the Term of the Agreement and Developer agrees to extend the Term of the Agreement, effective April 1, 2014; and

WHEREAS, Section 12 of the Agreement allows for amendment and modification to the Agreement; and

NOW THEREFORE, the parties hereby agree as follows:


1. Section 2 Term of this Agreement is amended to read:

Until all allocation amounts authorized under the agreement are expended.

2. All other terms and conditions of the Agreement shall remain in full force and effect.

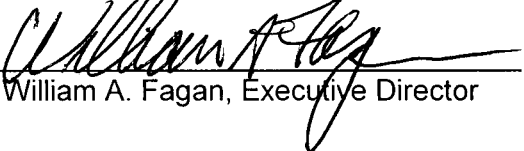
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers:

COUNTY OF STANISLAUS

By: 
Angela Freitas, Planning Director

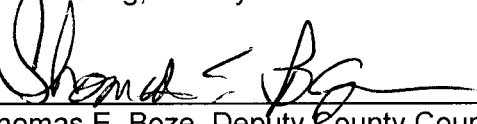
DEVELOPER

Housing Authority of the County of Stanislaus

By: 
William A. Fagan, Executive Director

APPROVED AS TO FORM:

John P. Doering, County Counsel

By: 
Thomas E. Boze, Deputy County Counsel